



CITY COUNCIL AGENDA

Monday, January 25, 2021

City Council Meeting

6:30 p.m.

(Scheduled to be broadcast on Channel 16)

*City Council: Mayor Rafferty, Councilmembers Cavegn, Lyden, Ruhland and Stoesz
City Administrator: Sarah Cotton*

COUNCIL WORK SESSION, 6:00 P.M.

Council Chambers (not televised)

1. Police/Firefighter Position Update
2. Review Regular Agenda

CITY COUNCIL MEETING, 6:30 P.M.

- Call to Order and Roll Call - **Councilmembers Stoesz, Lyden, Cavegn, Ruhland and Mayor Rafferty were present**
- Pledge of Allegiance
- Open Mike / Public Comment (*in person or received in writing prior to meeting*)
Dean Hausladen, spoke regarding the possibility of a storm water utility and the use of chemicals at Sunrise Park
- Setting the Agenda: Addition or Deletion of Agenda Items
The agenda was approved as presented.

1. CONSENT AGENDA

- A) Consideration of Expenditures:
 - i) January 25, 2021 (Check No. 113705 through 113784) in the Amount of \$679,119.19
- B) Consider Approval of January 4, 2021 Work Session Minutes
- C) Consider Approval of January 11, 2021 City Council Minutes
- D) Consider Approval of Advisory Board and EDAC Appointments

Action Taken: Motion by Ruhland seconded by Lyden, to approve Consent Agenda Items 1A through 1d as presented, was adopted; Cavegn abstained from voting on Item 1D

2. FINANCE DEPARTMENT

None

3. ADMINISTRATION DEPARTMENT

- A) Consider Approval of Assignment and Assumption of Lease – New Creations, Sarah Cotton

Action Taken: Motion by Cavegn seconded by Ruhland, to approve the assignment and assumption as recommended, was adopted

- B) ~~Consider Appointment of Public Safety Police Officer, Meg Sawyer~~
- C) Consider Approval of COVID-19 Medical and Personal Leave of Absence Policy, Meg Sawyer

Action Taken: Motion by Lyden seconded by Stoesz, to approve the policy as presented, was adopted

4. PUBLIC SAFETY DEPARTMENT

- A) Consider Approval of Prosecution Contract for Services, John Swenson

Action Taken: Motion by Lyden seconded by Ruhland, to approve the contract as presented, was adopted

5. PUBLIC SERVICES DEPARTMENT

- A) Oaks of Lino Park Property, Rick DeGardner

- i) Consider 2nd Reading of Ordinance No. 01-21, Vacating Oaks of Lino Park Property

Action Taken: Motion by Ruhland, seconded by Lyden, to approve the 2nd Reading of Ordinance No. 01-21 as presented, was adopted: Yeas, 5; Nays none

- ii) Consider Resolution No. 21-03, Approving Summary Publication of Ordinance No. 01-21

Action Taken: Motion by Cavegn, seconded by Stoesz, to approve Resolution No. 21-03 as presented, was adopted

- iii) Consider Resolution No. 21-04 Authorizing the Conveyance of Land (Park, Oaks of Lino) to Adjacent Property Owners

Action Taken: Motion by Cavegn seconded by Ruhland, to approve Resolution No. 21-04 as presented, was adopted

6. COMMUNITY DEVELOPMENT DEPARTMENT

- A) Consider Resolution No. 21-01, Accepting Quotes, and Awarding a Construction Contract, 2020 Surface Water Maintenance Project 2, Diane Hankee

Action Taken: Motion by Cavegn, seconded by Lyden, to approve Resolution No. 21-01 as presented, was adopted

- B) Consider Resolution No. 21-05, Approving Maintenance Agreement for Channel Crossing, Nature’s Refuge, Diane Hankee

Action Taken: Motion by Lyden seconded by Stoesz, to approve Resolution No. 21-05 as presented, was adopted

7. UNFINISHED BUSINESS

None






8. NEW BUSINESS

None

Adjournment

The council meeting was adjourned at 7:00 pm, motion by Ruhland, seconded by Cavegn

Following adjournment of the regular council meeting, the City Council will reconvene for an EDA meeting. (See separate agenda.) The EDA Packet is on Laserfiche.

<i>Community Calendar – A Look Ahead</i>		
January 25, 2021 through February 8, 2021		
 Wednesday, January 27	6:30 pm, Zoom	Environmental Board
 Monday, February 1	6:00 pm, Council Chambers	Council Work Session
 Wednesday, February 3	6:30 pm, Zoom	Park Board
 Thursday, February 4	8:00 am, Zoom	EDAC
 Monday, February 8	6:30 pm, Council Chambers	City Council Meeting



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- Roll Call
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- Open Mike / Public Comment
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None

3. ADMINISTRATION DEPARTMENT

- A) Consider Approval of Assignment and Assumption of Lease – New Creations, Sarah Cotton
- B) ~~Consider Appointment of Public Safety Police Officer, Meg Sawyer~~
- C) Consider Approval of COVID-19 Medical and Personal Leave of Absence Policy, Meg Sawyer

4. PUBLIC SAFETY DEPARTMENT

- A) Consider Approval of Prosecution Contract for Services, John Swenson

5. PUBLIC SERVICES DEPARTMENT

- A) Oaks of Lino Park Property, Rick DeGardner
 - i) Consider 2nd Reading of Ordinance No. 01-21, Vacating Oaks of Lino Park Property
**Council may vote to dispense with the full reading of the ordinance*
**Roll call vote is required for adoption of the ordinance*
 - ii) Consider Resolution No. 21-03, Approving Summary Publication of Ordinance No. 01-21
 - iii) Consider Resolution No. 21-04 Authorizing the Conveyance of Land (Park, Oaks of Lino) to Adjacent Property Owners

6. COMMUNITY DEVELOPMENT DEPARTMENT

- A) Consider Resolution No. 21-01, Accepting Quotes, and Awarding a Construction Contract, 2020 Surface Water Maintenance Project 2, Diane Hankee
- B) Consider Resolution No. 21-05, Approving Maintenance Agreement for Channel Crossing, Nature’s Refuge, Diane Hankee

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Expenditures

January 25, 2021

Check #113705 to #113784

\$679,119.19



Expenditures

January 25, 2021

Check #113705 to #113784

\$679,119.19

Accounts Payable

Check Detail

User: katie.christofferson
Printed: 01/20/2021 - 11:07AM



Check Number	Check Date	Check Description	Amount
11 - Ace Solid Waste, Inc.			
113710	01/25/2021	30	
		Inv January 2021 35 Organic Recycling - Marshan Park	1,974.25
113710 Total:			1,974.25
11 - Ace Solid Waste, Inc. Total:			1,974.25
989 - ACE Supply Company, Inc.			
113711	01/25/2021		
		Inv 909921 Replacement of 2 shop heaters	2,030.98
113711 Total:			2,030.98
989 - ACE Supply Company, Inc. Total:			2,030.98
800 - Advanced Graphix Inc.			
113712	01/25/2021		
		Inv 205678 Kit Custom Reflective Graphics #317	395.00
113712 Total:			395.00
800 - Advanced Graphix Inc. Total:			395.00
14 - AFSCME Council #5 101-000-2040-000			
113707	01/08/2021	PR Batch 00002.01.2021 Union Dues A	
		Inv PR Batch 00002.01.2021 Union Dues AFSCME PR Batch 00002.01.2021 Union Dues AFSCME	419.76
113707 Total:			419.76
14 - AFSCME Council #5 Total:			419.76
18 - All Seasons Rental, Inc.			
113713	01/25/2021		
		Inv 1-73201 Saw rental	42.80
113713 Total:			42.80
18 - All Seasons Rental, Inc. Total:			42.80
25 - American Legal Publishing Corp			

Check Number	Check Date	Check Description	Amount
113714	01/25/2021		
		Inv 4481 2020 S-8 Supplement Editing Pages	2,647.00
113714 Total:			2,647.00
25 - American Legal Publishing Corp Total:			2,647.00
42 - Anoka County Property Records & Taxation			
113715	01/25/2021		
		Inv 20-7343 Easement - 2075 Chestnut St	276.00
		Inv 20-76881 Easement - 210 Egret Ln	138.00
		Inv 20-78486 Easement - 6658 LaCasse Cir	46.00
		Inv 20-82225 Easement - 2028 Diamond Ln	230.00
113715 Total:			690.00
42 - Anoka County Property Records & Taxation Total:			690.00
44 - Anoka County Treasury Office			
113716	01/25/2021		
		Inv B210106L Site 115 Jan 2021 Cac Fiber	225.00
113716 Total:			225.00
44 - Anoka County Treasury Office Total:			225.00
1674 - Aramark Uniform & Career Apparel Group, Inc.			
113717	01/25/2021		
		Inv 1004951018 Mats	198.36
113717 Total:			198.36
1674 - Aramark Uniform & Career Apparel Group, Inc. Total:			198.36
54 - Aspen Mills, Inc.			
113718	01/25/2021		
		Inv 266929 Uniform Allowance - B. Strub	500.35
113718 Total:			500.35
54 - Aspen Mills, Inc. Total:			500.35
55 - Auto Nation Ford White Bear Lake			
113719	01/25/2021		
		Inv 553340 Steering and suspension repairs #255	1,094.50
		Inv 553403 Cooling system repair #394	1,637.87
113719 Total:			2,732.37
55 - Auto Nation Ford White Bear Lake Total:			2,732.37

Check Number	Check Date	Check Description	Amount
1709 - Bonfe Builders			
113720	01/25/2021		
	Inv 12/17/2020	Escrow Closure - 87 Lilac Street - Conce	490.71
113720 Total:			490.71
1709 - Bonfe Builders Total:			490.71
92 - Boyer Trucks, Inc.			
113721	01/25/2021		
	Inv 939583	Fender #215	148.58
113721 Total:			148.58
92 - Boyer Trucks, Inc. Total:			148.58
100 - Bureau of Criminal Apprehension			
113706	01/06/2021		
	Inv 1/6/2021	Background check for janitorial staff	133.00
113706 Total:			133.00
113722	01/25/2021		
	Inv 00000638803	CJDN Access Fee - 10/1/20-12/31/20	390.00
113722 Total:			390.00
100 - Bureau of Criminal Apprehension Total:			523.00
1163 - Cargill, Inc.			
113723	01/25/2021		
	Inv 2905904682	Deicer	10,871.06
	Inv 2905908691	Deicer	4,344.45
113723 Total:			15,215.51
1163 - Cargill, Inc. Total:			15,215.51
111 - Cartegraph Systems, Inc.			
113724	01/25/2021		
	Inv BD0001674	OMS Platform - Enterprise	15,000.00
113724 Total:			15,000.00
111 - Cartegraph Systems, Inc. Total:			15,000.00
115 - Centennial Utilities			
113725	01/25/2021	140	
	Inv December 2020	100 Natural Gas-600 Town Center Pkwy	3,012.69

Check Number	Check Date	Check Description	Amount
113725 Total:			3,012.69
115 - Centennial Utilities Total:			3,012.69
116 - CenterPoint Energy			
113726	01/25/2021	230 Inv December 2020 150 Natural Gas-6482 Pheasant RunS	1,949.31
113726 Total:			1,949.31
116 - CenterPoint Energy Total:			1,949.31
127 - Circle Pines Post Office			
113705	01/05/2021	Inv 1/5/2021 Utility Billing Postage	660.10
113705 Total:			660.10
127 - Circle Pines Post Office Total:			660.10
136 - City of Roseville			
113727	01/25/2021	Inv 0229723 Netmotion - M. Sawyer	595.00
		Inv 0229787 January 2021 IT Services	18,216.98
113727 Total:			18,811.98
136 - City of Roseville Total:			18,811.98
137 - City of Shoreview			
113728	01/25/2021	Inv Q42020 4th Qtr 2020 Utilities	1,818.64
113728 Total:			1,818.64
137 - City of Shoreview Total:			1,818.64
138 - City of St. Paul			
113729	01/25/2021	Inv IN44134 Asphalt	1,003.95
113729 Total:			1,003.95
138 - City of St. Paul Total:			1,003.95
761 - Comcast 101-432-4321-502			
113730	01/25/2021	Inv Jan2020 Phone & Internet - 1710 BirchStreet	344.90

Check Number	Check Date	Check Description	Amount
113730 Total:			344.90
761 - Comcast Total:			344.90
149 - Connexus Energy			
113731	01/25/2021	01 Inv December 2020 04 Electric	6,810.57
113731 Total:			6,810.57
149 - Connexus Energy Total:			6,810.57
162 - Curtis 1000 Inc.			
113732	01/25/2021	Inv 6173406 UB Statements	1,679.44
113732 Total:			1,679.44
162 - Curtis 1000 Inc. Total:			1,679.44
192 - Emergency Apparatus Maintenance			
113733	01/25/2021	Inv 112869 NFPA Pump Test	265.00
		Inv 112870 Inspection #611	759.45
		Inv 115468 Install LED headlights, wiperblades, va	14,434.97
		Inv 115469 NFPA Pump Test	265.00
		Inv 115718 Install LED headlights, wiperblades, va	6,977.67
		Inv 115876 Routine maintenance #620	645.43
113733 Total:			23,347.52
192 - Emergency Apparatus Maintenance Total:			23,347.52
193 - Emergency Automotive Technologies			
113734	01/25/2021	Inv DL121120-21 Ignition override #304	124.42
		Inv OAK20148 Squad #317 - Replaces #383 in2020 Capit	7,448.55
		Inv OAK20148A Squad #317 - Replaces #383 in2020 Capit	4,799.39
113734 Total:			12,372.36
193 - Emergency Automotive Technologies Total:			12,372.36
204 - Factory Motor Parts Company			
113735	01/25/2021	Inv 159-044238 Drum brake and axle shaft	55.90
		Inv 159-044300 Core Return	-48.16
		Inv 159-Z07591 Battery	103.64
		Inv 1-6665450 Alternator	189.65

Check Number	Check Date	Check Description	Amount
113735 Total:			301.03
204 - Factory Motor Parts Company Total:			301.03
225 - Frattallone's/Circle Pines Ace			
113736	01/25/2021		
		Inv 073877/G Battery - 12v	2.99
		Inv 073910/G Drill	16.28
113736 Total:			19.27
225 - Frattallone's/Circle Pines Ace Total:			19.27
227 - Freimuth Enterprises, LLC			
113737	01/25/2021		
		Inv Dec2020 Recycling Saturday	375.00
113737 Total:			375.00
227 - Freimuth Enterprises, LLC Total:			375.00
233 - GDO Law 101-414-4303-000			
113738	01/25/2021		
		Inv 5623 January 2021 Legal ProsecutorContract	8,500.00
		Inv 5624 December Forfeitures	105.00
113738 Total:			8,605.00
233 - GDO Law Total:			8,605.00
236 - Gillund Enterprises, Inc.			
113739	01/25/2021		
		Inv 875927 Carburetor cleaner, rust penetrant, chai	345.10
113739 Total:			345.10
236 - Gillund Enterprises, Inc. Total:			345.10
249 - Grainger			
113740	01/25/2021		
		Inv 9747515865 Sandblasting hood	83.50
113740 Total:			83.50
249 - Grainger Total:			83.50
1713 - Hagen, Terina			
113784	01/25/2021		
		Inv 1/15/2021 Settlement Agreement 2020-2021	150,000.00

Check Number	Check Date	Check Description	Amount
113784 Total:			150,000.00
1713 - Hagen, Terina Total:			150,000.00
1659 - Haugo Geo Technical Services, LLC			
113741	01/25/2021		
		Inv 8705 2020 Street Rehab	5,060.00
		Inv 8831 East Cedar St/Elmcrest Ave	3,839.00
113741 Total:			8,899.00
1659 - Haugo Geo Technical Services, LLC Total:			8,899.00
271 - Hawkins, Inc.			
113742	01/25/2021		
		Inv 4850203 150 Lb Chlorine Cylinder	25.00
113742 Total:			25.00
271 - Hawkins, Inc. Total:			25.00
306 - Image Printing & Graphics, Inc			
113743	01/25/2021		
		Inv 157678 'All Other Business' sign forElections	56.00
113743 Total:			56.00
306 - Image Printing & Graphics, Inc Total:			56.00
1177 - Innovative Office Solutions LLC			
113744	01/25/2021		
		Inv SUM-058836 Office supplies - envelopes, tape, note	89.54
113744 Total:			89.54
1177 - Innovative Office Solutions LLC Total:			89.54
312 - International Union 101-000-2040-000			
113708	01/08/2021	PR Batch 00002.01.2021 Union Dues 4	
		Inv PR Batch 00002.01.2021 Union Dues 49ers PR Batch 00002.01.2021 Union Dues 49ers	560.00
113708 Total:			560.00
312 - International Union Total:			560.00
757 - Jimmy's Johnnys 101-450-4410-000			
113745	01/25/2021		
		Inv 176605 Toilet Rental - City Hall Park	60.00
		Inv 176606 Toilet Rental - Sunrise Park	60.00

Check Number	Check Date	Check Description	Amount
Inv 176607		Toilet Rental - Birch Park	60.00
Inv 176608		Toilet Rental - Lino Park	60.00
113745 Total:			240.00
757 - Jimmy's Johnnys Total:			240.00
338 - Kennedy & Graven, Chartered			
113746	01/25/2021		
Inv 158939		November & December Legal	574.00
113746 Total:			574.00
338 - Kennedy & Graven, Chartered Total:			574.00
1708 - Landbridge Ecological			
113747	01/25/2021		
Inv 271		Foxborough Restoration	5,500.00
113747 Total:			5,500.00
1708 - Landbridge Ecological Total:			5,500.00
1597 - Landmark Structures			
113748	01/25/2021		
Inv 13091-000-10		Water Tower No. 3	142,818.25
Inv 13091-000-11		Water Tower No. 3	17,983.50
113748 Total:			160,801.75
1597 - Landmark Structures Total:			160,801.75
1224 - Lano Equipment			
113749	01/25/2021		
Inv 02-803159		Toolcat snowblower repair	312.96
Inv 02-805570		Bearing hub assembly	438.37
113749 Total:			751.33
1224 - Lano Equipment Total:			751.33
1710 - Larson, Jeremy & Amy			
113750	01/25/2021		
Inv 12/17/2020		Escrow Closure - Lundgren-Larson Minor S	915.91
113750 Total:			915.91
1710 - Larson, Jeremy & Amy Total:			915.91
365 - Law Enforcement Labor Services 101-000-2040-000			

Check Number	Check Date	Check Description	Amount
113709	01/08/2021	PR Batch 00002.01.2021 Union Dues I	
		Inv PR Batch 00002.01.2021 Union Dues LELS PR Batch 00002.01.2021 Union Dues LELS	1,397.00
113709 Total:			1,397.00
365 - Law Enforcement Labor Services Total:			1,397.00
1461 - Leadership Growth Groups LLC			
113751	01/25/2021		
		Inv 21215 2021 Leadership Growth Group - S. Cotton	600.00
113751 Total:			600.00
1461 - Leadership Growth Groups LLC Total:			600.00
369 - League of Minnesota Cities			
113752	01/25/2021		
		Inv 333172 2021 MCMA Winter Professional Developmen	30.00
113752 Total:			30.00
369 - League of Minnesota Cities Total:			30.00
375 - Lexipol LLC			
113753	01/25/2021		
		Inv INV8271 Annual Law Enforcement Policy Manual & D	7,354.00
		Inv INV8930 Annual Fire Policy Manual & Daily Traini	2,448.00
113753 Total:			9,802.00
375 - Lexipol LLC Total:			9,802.00
377 - Life Safety Systems Inc.			
113754	01/25/2021		
		Inv 83080 Annual monitoring charge 1/1/21-12/31/21	650.00
113754 Total:			650.00
377 - Life Safety Systems Inc. Total:			650.00
394 - Macqueen Equipment, Inc.			
113755	01/25/2021		
		Inv 16590 Fire fighting boots	628.02
		Inv 16610 Germicidal Cleaner	111.17
		Inv 16634 Turnout gear, Fire fighting boots	11,970.88
113755 Total:			12,710.07
394 - Macqueen Equipment, Inc. Total:			12,710.07

Check Number	Check Date	Check Description	Amount
399 - Mansfield Oil Company 101-431-4212-000			
113756	01/25/2021		
		Inv 22119348 Diesel Fuel	1,108.70
		Inv 22119374 Conv 87 Oct E-10	2,218.71
113756 Total:			3,327.41
399 - Mansfield Oil Company Total:			3,327.41
418 - Menards - Forest Lake			
113757	01/25/2021		
		Inv 53239 Paint, roller tray, washers, screw drive	84.44
		Inv 53574 Heater	19.99
		Inv 54725 Light bulbs	63.92
		Inv 54900 Drill and plywood	42.05
		Inv 55044 Light bulbs & power cord	40.97
113757 Total:			251.37
418 - Menards - Forest Lake Total:			251.37
423 - Met Council Environmental Services 602-495-4405-000			
113758	01/25/2021		
		Inv 000118264 February Waste Water Services	82,374.02
113758 Total:			82,374.02
423 - Met Council Environmental Services Total:			82,374.02
420 - Met Council Environmental Services (SAC)			
113759	01/25/2021		
		Inv Dec2020 December 2020 SAC	46,742.85
113759 Total:			46,742.85
420 - Met Council Environmental Services (SAC) Total:			46,742.85
419 - Metro Chief Fire Officers Association			
113760	01/25/2021		
		Inv 2021 2021 Dues - D. L'Allier	300.00
113760 Total:			300.00
419 - Metro Chief Fire Officers Association Total:			300.00
421 - Metro Sales Incorporated			
113761	01/25/2021		
		Inv INV1731368 Copier Maintenance Contract Ricoh/MP 405	36.00
113761 Total:			36.00

Check Number	Check Date	Check Description	Amount
421 - Metro Sales Incorporated Total:			36.00
450 - MN Department of Health			
113762	01/25/2021	Inv Q42020 4th Qtr 2020 Water ConnectionFee	12,167.00
113762 Total:			12,167.00
450 - MN Department of Health Total:			12,167.00
479 - Nardini Fire Equipment Co			
113763	01/25/2021	Inv IN00158842 Fire extinguisher inspection	142.61
113763 Total:			142.61
479 - Nardini Fire Equipment Co Total:			142.61
500 - Nystrom Publishing Company			
113764	01/25/2021	Inv 43832 Recycling Saturday postcards	2,201.82
113764 Total:			2,201.82
500 - Nystrom Publishing Company Total:			2,201.82
508 - Optum			
113765	01/25/2021	Inv 10199050399 December Retiree & Cobra Fees	95.00
113765 Total:			95.00
508 - Optum Total:			95.00
509 - O'Reilly Automotive Stores			
113766	01/25/2021	Inv 5914-144184 Oil filter and rainX	67.46
		Inv 5914-144199 Fuel filters	43.62
		Inv 5914-144372 Oil and gasket maker	73.13
		Inv 5914-144822 Oil filters	16.08
		Inv 5914-145898 Headlight bulbs	34.08
		Inv 5914-145910 Fuses	26.97
		Inv 5914-146263 Coolant	53.97
		Inv 5914-146576 Bulbs	8.42
113766 Total:			323.73
509 - O'Reilly Automotive Stores Total:			323.73
1367 - Petty Cash - Kellie Schmidt			

Check Number	Check Date	Check Description	Amount
113767	01/25/2021		
	Inv 2/11/2020	Additional postage	1.85
113767 Total:			1.85
1367 - Petty Cash - Kellie Schmidt Total:			1.85
1711 - Premier Custom Homes			
113768	01/25/2021		
	Inv 11/24/2020	Escrow Release - 546 Arlo Ln	3,400.00
113768 Total:			3,400.00
1711 - Premier Custom Homes Total:			3,400.00
552 - Press Publications, Inc.			
113769	01/25/2021		
	Inv 689425	Notice of Public Hearing Oaksof Lino Pa	103.43
	Inv 689428	Summary Budget Statement	162.53
113769 Total:			265.96
552 - Press Publications, Inc. Total:			265.96
571 - Republic Services #899 101-432-4384-503			
113770	01/25/2021		
	Inv 0899-003655597	January 2021 Organic Recycling - City Ha	138.39
113770 Total:			138.39
571 - Republic Services #899 Total:			138.39
1707 - Sauter & Sons, Inc			
113771	01/25/2021		
	Inv 121505	Demolition - 7685 Lake Dr	14,500.00
113771 Total:			14,500.00
1707 - Sauter & Sons, Inc Total:			14,500.00
1578 - SBRK Finance Holdings, Inc			
113772	01/25/2021		
	Inv INV-005141	December UB Web Payments Trans Fee/Activ	669.00
113772 Total:			669.00
1578 - SBRK Finance Holdings, Inc Total:			669.00
1593 - Shred-it, c/o Stericycle, Inc.			
113773	01/25/2021		

Check Number	Check Date	Check Description	Amount
Inv 8181049979		Document destruction	78.01
113773 Total:			78.01
1593 - Shred-it, c/o Stericycle, Inc. Total:			78.01
634 - Staples Business Credit			
113774	01/25/2021		
Inv 1632493633		Toner, note pads, pens, envelopes	151.17
113774 Total:			151.17
634 - Staples Business Credit Total:			151.17
645 - Streicher's, Inc.			
113775	01/25/2021		
Inv 1474010		Uniform Allowance - M. Christensen	299.94
Inv 1474446		Uniform Allowance - K. Sinna	93.95
Inv 1475246		Uniform Allowance - A. Hallin	74.97
Inv 1475248		Uniform Allowance - A. Hallin	29.99
Inv 1475270		Uniform Allowance - A. Hallin	24.99
Inv CM287888		Uniform Allowance - A. Hallin- Credit	-17.99
113775 Total:			505.85
645 - Streicher's, Inc. Total:			505.85
649 - Sycom, Inc.			
113776	01/25/2021		
Inv A03-2167A		Well 3 SCADA Software for DSLLink Upgra	5,000.00
113776 Total:			5,000.00
649 - Sycom, Inc. Total:			5,000.00
651 - T.A. Schifsky and Sons, Inc.			
113777	01/25/2021		
Inv 66613		AC Sand Mix	392.63
Inv 66655		AC Sand Mix	612.73
Inv 66701		AC Sand Mix	284.00
Inv 66732		AC Sand Mix	211.58
113777 Total:			1,500.94
651 - T.A. Schifsky and Sons, Inc. Total:			1,500.94
1022 - Target Solutions Learning LLC Dept 2071			
113778	01/25/2021		
Inv INV17462		Membership Fees	6,727.58
113778 Total:			6,727.58

Check Number	Check Date	Check Description	Amount
1022 - Target Solutions Learning LLC Dept 2071 Total:			6,727.58
671 - Trans Union LLC			
113779	01/25/2021	Inv 12006287 Background checks	49.35
113779 Total:			49.35
671 - Trans Union LLC Total:			49.35
686 - U.S. Bank			
113780	01/25/2021	Inv 5975859 Water Utility Revenue Bonds 2016A	450.00
		Inv 5975860 Improvement Refunding Bonds 2016B	450.00
		Inv 5975861 Abatement Ref Bonds 2016C	450.00
		Inv 5976066 Bonds 2018A	500.00
113780 Total:			1,850.00
686 - U.S. Bank Total:			1,850.00
687 - U.S. Bank Visa			
113782	01/25/2021	Inv 1/14/2021 Amazon/GDEALER scale for evidence intake	17,868.66
113782 Total:			17,868.66
687 - U.S. Bank Visa Total:			17,868.66
545 - Walser Polar Chevrolet			
113781	01/25/2021	Inv 58509P22 Hose clamps and thermostat	74.99
113781 Total:			74.99
545 - Walser Polar Chevrolet Total:			74.99
Total:			679,119.19

City of Lino Lakes
Activity Codes

<u>Code</u>	<u>Description</u>	<u>Code</u>	<u>Description</u>
401	Mayor/Council	817	Spring Fling
402	Administration	818	Winter Festival
403	Elections	819	Community Gardens
404	Cable TV	822	Family Corn Roast
405	Charter Administration	827	Gobbler Games
407	Finance	830	Adult Golf Lessons
414	Legal Consultants	835	Youth Skating Class
415	Economic Development	850	Golf Academy
416	Planning & Zoning	856	Youth Soccer
417	Engineering	857	Soccer Fundamentals
418	Community Development	860	Secret Shop
420	Police Protection	864	Preschool Playtime
421	Fire Protection	868	Little Goblins Party
422	Building Inspections	871	Flag Football
430	Streets	875	Snow Day
431	Fleet Management	876	Kite Day
432	Government Buildings	877	Rockin' in the Park
450	Parks	879	Movies in the Park
451	Recreation	890	Senior Programs
461	Environmental		
462	Solid Waste Abatement		
463	Forestry		
494	Water		
495	Sanitary Sewer		
499	Other		
802	Dodgeball Camp		
806	Youth T-Ball		
808	Youth Baseball Camp		
810	Youth Playground		
811	Youth Safety Camp		
812	Youth Art Camps		
814	Senior Programs/Book Club		



**AP Checks by Account Number
1/25/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
AFSCME Council #5	101-000	101-000-2040-000	419.76	113707	PR Batch 00002.01.2021 Union Dues AFSCME
International Union	101-000	101-000-2040-000	560.00	113708	PR Batch 00002.01.2021 Union Dues 49ers
Law Enforcement Labor Services	101-000	101-000-2040-000	1,397.00	113709	PR Batch 00002.01.2021 Union Dues LELS
Anoka County Property Records & Taxation	101-000	101-000-2081-000	46.00	113715	Easement - 6689 21st Ave
Anoka County Property Records & Taxation	101-000	101-000-2081-000	46.00	113715	Easement - 114 Robinson Dr
Anoka County Property Records & Taxation	101-000	101-000-2081-000	46.00	113715	Easement - 6498 Totem Trail
Anoka County Property Records & Taxation	101-000	101-000-2081-000	46.00	113715	Easement - 2148 Dogwood St
Anoka County Property Records & Taxation	101-000	101-000-2081-000	46.00	113715	Easement - 2047 Diamond Ln
Anoka County Property Records & Taxation	101-000	101-000-2081-000	46.00	113715	Easement - 210 Egret Ln
Anoka County Property Records & Taxation	101-000	101-000-2081-000	46.00	113715	Easement - 6658 LaCasse Cir
Anoka County Property Records & Taxation	101-000	101-000-2081-000	46.00	113715	Easement - 2075 Chestnut St
Anoka County Property Records & Taxation	101-000	101-000-2081-000	46.00	113715	Easement - 6494 Vaughn Ct
Anoka County Property Records & Taxation	101-000	101-000-2081-000	46.00	113715	Easement - 2028 Diamond Ln
Anoka County Property Records & Taxation	101-000	101-000-2081-000	46.00	113715	Easement - 114 Robinson Dr
Met Council Environmental Services (SAC)	101-000	101-000-2120-000	47,215.00	113759	December 2020 SAC
Met Council Environmental Services (SAC)	101-000	101-000-3414-000	-472.15	113759	December 2020 SAC
		101-000 Total	49,625.61		
U.S. Bank Visa	101-401	101-401-4900-000	120.00	113782	Centerville Floral/Flowers for L. Snell Family
		101-401 Total	120.00		
Optum	101-402	101-402-4310-000	95.00	113765	December Retiree & Cobra Fees
Leadership Growth Groups LLC	101-402	101-402-4330-000	600.00	113751	2021 Leadership Growth Group - S. Cotton
League of Minnesota Cities	101-402	101-402-4330-000	30.00	113752	2021 MCMA Winter Professional Development - S. Cotton
American Legal Publishing Corp	101-402	101-402-4410-000	2,647.00	113714	2020 S-8 Supplement Editing Pages
Shred-it c/o Stericycle Inc.	101-402	101-402-4410-000	26.00	113773	Document destruction
U.S. Bank Visa	101-402	101-402-4452-000	48.05	113782	JP Cooke/Notary Stamp for J. Bartell
		101-402 Total	3,446.05		
City of Roseville	101-407	101-407-4310-000	16,758.98	113727	January 2021 IT Services
City of Roseville	101-407	101-407-4310-000	595.00	113727	Netmotion - M. Sawyer
U.S. Bank Visa	101-407	101-407-4330-000	135.00	113782	GFOA/The Budget Document and Beyond Webinar
Press Publications Inc.	101-407	101-407-4340-000	162.53	113769	Summary Budget Statement
U.S. Bank Visa	101-407	101-407-4410-000	102.00	113782	MN Board of Accountancy/CPA Renewal H. Lynch
		101-407 Total	17,753.51		
GDO Law	101-414	101-414-4303-000	8,500.00	113738	January 2021 Legal Prosecutor Contract
GDO Law	101-414	101-414-4303-000	105.00	113738	December Forfeitures
		101-414 Total	8,605.00		
Kennedy & Graven Chartered	101-415	101-415-4300-000	317.75	113746	November & December Legal
U.S. Bank Visa	101-415	101-415-4452-000	150.00	113782	Quad Area Chamber of Commerce/Annual 2021 Dues
U.S. Bank Visa	101-415	101-415-4452-000	295.00	113782	Economic Development Association of Minnesota/Annual 2021 Dues
U.S. Bank Visa	101-415	101-415-4452-000	250.00	113782	Sensible Landuse Coalition/Annual Membership M. Grochala
		101-415 Total	1,012.75		
Hagen Terina	101-420	101-420-4131-000	150,000.00	113784	Settlement Agreement 2020-2021
Staples Business Credit	101-420	101-420-4200-000	151.17	113774	Toner note pads pens envelopes
U.S. Bank Visa	101-420	101-420-4200-000	17.99	113782	Amazon/5pk 16gb SD cards to motion cameras
U.S. Bank Visa	101-420	101-420-4200-000	13.98	113782	Amazon/USB/VGA adaptor for L. Hawkinson's computer
U.S. Bank Visa	101-420	101-420-4200-000	23.66	113782	Rubber Stamps/Faxed Stamp & Emailed Stamp front office
U.S. Bank Visa	101-420	101-420-4200-000	88.17	113782	Amazon/USBs for external discovery requests
U.S. Bank Visa	101-420	101-420-4200-000	-2.84	113782	Vistaprint/Note cards - sales tax refund
U.S. Bank Visa	101-420	101-420-4200-000	62.77	113782	Vistaprint/Note cards
U.S. Bank Visa	101-420	101-420-4200-000	110.16	113782	Vistaprint/Business cards Oak & Carlson & camera registration
U.S. Bank Visa	101-420	101-420-4211-000	30.60	113782	Amazon/Oxygen tank regulator
U.S. Bank Visa	101-420	101-420-4211-000	139.25	113782	Intoximeters/DMT (200) & Alco-Sensor (300) mouthpieces
U.S. Bank Visa	101-420	101-420-4213-000	160.00	113782	Hero 247/8 polo shirts for Explorers
U.S. Bank Visa	101-420	101-420-4213-000	199.92	113782	Propper.com/Khaki Pants for Explorers (8)
Menards - Forest Lake	101-420	101-420-4240-000	84.44	113757	Paint roller tray washers screw driver
Menards - Forest Lake	101-420	101-420-4240-000	42.05	113757	Drill and plywood
U.S. Bank Visa	101-420	101-420-4240-000	370.42	113782	Mechanix Wear/7 pair fire resistant level 5 gloves
U.S. Bank Visa	101-420	101-420-4240-000	12.99	113782	Amazon/GDEALER scale for evidence intake
U.S. Bank Visa	101-420	101-420-4240-000	14.85	113782	Amazon/Replacement keyboard for evidence room
U.S. Bank Visa	101-420	101-420-4240-000	165.31	113782	Dive Rescue Int'l/Water rescue rope rope bag ice carabineer
U.S. Bank Visa	101-420	101-420-4240-000	217.99	113782	Amazon/Monitor to replace broken one from INV SGT office
U.S. Bank Visa	101-420	101-420-4300-000	199.00	113782	Havis/Repair docking station #304
U.S. Bank Visa	101-420	101-420-4321-000	1,785.77	113782	Verizon/Phone & Internet
U.S. Bank Visa	101-420	101-420-4330-000	1,080.00	113782	Forest Lake Sportsmen's Club/Range fee for fall and winter shoot



**AP Checks by Account Number
1/25/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
U.S. Bank Visa	101-420	101-420-4330-000	770.00	113782	Law Enforcement Seminars/Tuition W. Owens & N. Hamann
Aspen Mills Inc.	101-420	101-420-4370-000	500.35	113718	Uniform Allowance - B. Strub
Macqueen Equipment Inc.	101-420	101-420-4370-000	11,970.88	113755	Turnout gear Fire fighting boots
Streicher's Inc.	101-420	101-420-4370-000	29.99	113775	Uniform Allowance - A. Hallin
Streicher's Inc.	101-420	101-420-4370-000	93.95	113775	Uniform Allowance - K. Sinna
Streicher's Inc.	101-420	101-420-4370-000	24.99	113775	Uniform Allowance - A. Hallin
Streicher's Inc.	101-420	101-420-4370-000	299.94	113775	Uniform Allowance - M. Christensen
Streicher's Inc.	101-420	101-420-4370-000	74.97	113775	Uniform Allowance - A. Hallin
Streicher's Inc.	101-420	101-420-4370-000	-17.99	113775	Uniform Allowance - A. Hallin - Credit
U.S. Bank Visa	101-420	101-420-4370-000	593.35	113782	AR500 Armor/Uniform Allowance - J. Cree
U.S. Bank Visa	101-420	101-420-4370-000	222.09	113782	5.11/Uniform Allowance - C. Boehme
U.S. Bank Visa	101-420	101-420-4370-000	566.69	113782	Galls/Tru-Spec Cargo Pants for mobile field force
U.S. Bank Visa	101-420	101-420-4370-000	18.50	113782	Galls/Uniform Allowance - P. Noll
U.S. Bank Visa	101-420	101-420-4370-000	30.00	113782	Amazon/Uniform Allowance - M. DeMars
U.S. Bank Visa	101-420	101-420-4370-000	500.00	113782	Xtreme Apparel/Police Patch Caps
U.S. Bank Visa	101-420	101-420-4370-000	723.67	113782	Flying Cross/Uniform Allowance - M. Rumpsa
U.S. Bank Visa	101-420	101-420-4370-000	497.63	113782	AR500 Armor/Uniform Allowance - M. Carlson
U.S. Bank Visa	101-420	101-420-4370-000	641.22	113782	AR500 Armor/Uniform Allowance - A. Hallin
U.S. Bank Visa	101-420	101-420-4370-000	573.86	113782	AR500 Armor/Uniform Allowance - A. Riehm
Connexus Energy	101-420	101-420-4381-000	30.35	113731	Electric
U.S. Bank Visa	101-420	101-420-4386-000	150.00	113782	Campanelle/Gift card for Police Reserve Holiday party
U.S. Bank Visa	101-420	101-420-4386-000	17.43	113782	Holiday Station Store/Soda beverages for Reserve Holiday party
Bureau of Criminal Apprehension	101-420	101-420-4410-000	390.00	113722	CJDN Access Fee - 10/1/20-12/31/20
Lexipol LLC	101-420	101-420-4410-000	7,354.00	113753	Annual Law Enforcement Policy Manual & Daily Training Bulletins
Metro Sales Incorporated	101-420	101-420-4410-000	36.00	113761	Copier Maintenance Contract Ricoh/MP 4055SP
Shred-it c/o Stericycle Inc.	101-420	101-420-4410-000	52.01	113773	Document destruction
Target Solutions Learning LLC Dept 2071	101-420	101-420-4410-000	2,200.00	113778	Membership Fees
Trans Union LLC	101-420	101-420-4410-000	32.90	113779	Background checks
U.S. Bank Visa	101-420	101-420-4452-000	386.00	113782	MN Chiefs of Police Assoc/2021 Membership renewal
U.S. Bank Visa	101-420	101-420-4452-000	110.00	113782	FBI NAA/FBINAA National Dues & Northwest Chapter Dues
U.S. Bank Visa	101-420	101-420-4452-000	200.00	113782	Police Executive Research Forum/Subscription Member Renewal
U.S. Bank Visa	101-420	101-420-4452-000	190.00	113782	IACP/2021 Membership
101-420 Total			184,230.43		
Menards - Forest Lake	101-421	101-421-4200-000	40.97	113757	Light bulbs & power cord
Macqueen Equipment Inc.	101-421	101-421-4211-000	111.17	113755	Germicidal Cleaner
Menards - Forest Lake	101-421	101-421-4240-000	19.99	113757	Heater
U.S. Bank Visa	101-421	101-421-4321-000	146.48	113782	Verizon/Phone & Internet
U.S. Bank Visa	101-421	101-421-4330-000	156.40	113782	International Code Council/2020 MN State fire codes LT Sadwoski
U.S. Bank Visa	101-421	101-421-4330-000	96.80	113782	Amazon/Textbook: Fire Inspector to be issued to LT Sadwoski
Macqueen Equipment Inc.	101-421	101-421-4370-000	628.02	113755	Fire fighting boots
U.S. Bank Visa	101-421	101-421-4370-000	108.48	113782	Conway Shield/2 Leather Helmet Shields
U.S. Bank Visa	101-421	101-421-4370-000	460.00	113782	Xtreme Apparel/Police Patch Caps
Emergency Apparatus Maintenance	101-421	101-421-4410-000	265.00	113733	NFPA Pump Test
Emergency Apparatus Maintenance	101-421	101-421-4410-000	265.00	113733	NFPA Pump Test
Lexipol LLC	101-421	101-421-4410-000	2,448.00	113753	Annual Fire Policy Manual & Daily Training Bulletins
Target Solutions Learning LLC Dept 2071	101-421	101-421-4410-000	4,527.58	113778	Membership Fees
Trans Union LLC	101-421	101-421-4410-000	16.45	113779	Background checks
Metro Chief Fire Officers Association	101-421	101-421-4452-000	100.00	113760	2021 Dues - J. Swenson
Metro Chief Fire Officers Association	101-421	101-421-4452-000	100.00	113760	2021 Dues - B. Finke
Metro Chief Fire Officers Association	101-421	101-421-4452-000	100.00	113760	2021 Dues - D. L'Allier
101-421 Total			9,590.34		
U.S. Bank Visa	101-422	101-422-4240-000	117.92	113782	Amazon/Tape measures flash lights computer case
U.S. Bank Visa	101-422	101-422-4321-000	193.25	113782	Verizon/Phone & Internet
U.S. Bank Visa	101-422	101-422-4330-000	305.08	113782	Americinn/Hotel for J. Boonstra - On-Site Septic Classes
U.S. Bank Visa	101-422	101-422-4370-000	56.90	113782	Lands End/Uniform Allowance - B. Finke
101-422 Total			673.15		
U.S. Bank Visa	101-430	101-430-4211-000	35.96	113782	The Home Depot/Disposable face masks
City of St. Paul	101-430	101-430-4224-000	1,003.95	113729	Asphalt
T.A. Schifsky and Sons Inc.	101-430	101-430-4224-000	284.00	113777	AC Sand Mix
T.A. Schifsky and Sons Inc.	101-430	101-430-4224-000	392.63	113777	AC Sand Mix
T.A. Schifsky and Sons Inc.	101-430	101-430-4224-000	211.58	113777	AC Sand Mix
T.A. Schifsky and Sons Inc.	101-430	101-430-4224-000	612.73	113777	AC Sand Mix
Cargill Inc.	101-430	101-430-4228-000	4,344.45	113723	Deicer



**AP Checks by Account Number
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Vendor	Fund/Dept	Account	Amount	Check #	Description
Cargill Inc.	101-430	101-430-4228-000	10,871.06	113723	Deicer
Cartegraph Systems Inc.	101-430	101-430-4300-000	4,500.00	113724	OMS Platform - Enterprise
U.S. Bank Visa	101-430	101-430-4321-000	41.45	113782	Verizon/Phone & Internet
Connexus Energy	101-430	101-430-4385-000	1,615.75	113731	Electric
		101-430 Total	23,913.56		
Mansfield Oil Company	101-431	101-431-4212-000	1,108.70	113756	Diesel Fuel
Mansfield Oil Company	101-431	101-431-4212-000	2,218.71	113756	Conv 87 Oct E-10
U.S. Bank Visa	101-431	101-431-4212-000	13.95	113782	Holiday Station Stores/Squad fuel #618
U.S. Bank Visa	101-431	101-431-4212-000	20.81	113782	Holiday Station Stores/Squad fuel #393
U.S. Bank Visa	101-431	101-431-4212-000	22.66	113782	Cenex/Toolcat fuel
U.S. Bank Visa	101-431	101-431-4212-000	25.29	113782	Holiday Station Store/Toolcat fuel
U.S. Bank Visa	101-431	101-431-4212-000	6.40	113782	Holiday Station Store/Toolcat fuel
U.S. Bank Visa	101-431	101-431-4212-000	24.16	113782	Holiday Station Stores/Squad fuel #600
U.S. Bank Visa	101-431	101-431-4212-000	16.72	113782	Cenex/Toolcat fuel
U.S. Bank Visa	101-431	101-431-4212-000	40.23	113782	Bill's Superette/Squad fuel #620
U.S. Bank Visa	101-431	101-431-4212-000	21.72	113782	Cenex/Toolcat fuel
U.S. Bank Visa	101-431	101-431-4212-000	26.67	113782	Holiday Station Store/Toolcat fuel
U.S. Bank Visa	101-431	101-431-4212-000	21.37	113782	Holiday Station Store/Toolcat fuel
U.S. Bank Visa	101-431	101-431-4212-000	16.01	113782	Holiday Station Stores/Squad fuel #316
U.S. Bank Visa	101-431	101-431-4212-000	24.54	113782	Cenex/Toolcat fuel
U.S. Bank Visa	101-431	101-431-4212-000	18.64	113782	Holiday Station Stores/Squad fuel #396
Boyer Trucks Inc.	101-431	101-431-4221-000	148.58	113721	Fender #215
Emergency Automotive Technologies	101-431	101-431-4221-000	124.42	113734	Ignition override #304
Factory Motor Parts Company	101-431	101-431-4221-000	103.64	113735	Battery
Factory Motor Parts Company	101-431	101-431-4221-000	55.90	113735	Drum brake and axle shaft
Factory Motor Parts Company	101-431	101-431-4221-000	-48.16	113735	Core Return
Factory Motor Parts Company	101-431	101-431-4221-000	189.65	113735	Alternator
Gilllund Enterprises Inc.	101-431	101-431-4221-000	345.10	113739	Carburetor cleaner rust penetrant chain lube brake cleaner
Lano Equipment	101-431	101-431-4221-000	438.37	113749	Bearing hub assembly
O'Reilly Automotive Stores	101-431	101-431-4221-000	16.08	113766	Oil filters
O'Reilly Automotive Stores	101-431	101-431-4221-000	67.46	113766	Oil filter and rainX
O'Reilly Automotive Stores	101-431	101-431-4221-000	43.62	113766	Fuel filters
O'Reilly Automotive Stores	101-431	101-431-4221-000	8.42	113766	Bulbs
O'Reilly Automotive Stores	101-431	101-431-4221-000	34.08	113766	Headlight bulbs
O'Reilly Automotive Stores	101-431	101-431-4221-000	73.13	113766	Oil and gasket maker
O'Reilly Automotive Stores	101-431	101-431-4221-000	53.97	113766	Coolant
O'Reilly Automotive Stores	101-431	101-431-4221-000	26.97	113766	Fuses
U.S. Bank Visa	101-431	101-431-4221-000	286.42	113782	Zoro.com/Amber strobe/beacon for 2021 F-250 #510
U.S. Bank Visa	101-431	101-431-4221-000	300.46	113782	AutoAnything/Front & rear seat covers for 2021 Ford F-250 #510
U.S. Bank Visa	101-431	101-431-4221-000	454.30	113782	Amazon/Foldable beacon mounts for F-250 #510
U.S. Bank Visa	101-431	101-431-4221-000	26.79	113782	AllState Peterbilt of Rogers/26-03425-023 Air Brake Hose #413
Walser Polar Chevrolet	101-431	101-431-4221-000	74.99	113781	Hose clamps and thermostat
Grainger	101-431	101-431-4240-000	83.50	113740	Sandblasting hood
U.S. Bank Visa	101-431	101-431-4240-000	249.56	113782	Ebay/4 - 18volt Milwaukee Batteries
U.S. Bank Visa	101-431	101-431-4240-000	259.98	113782	Fleet Farm/2 - 55 gallon barrel drum pumps for pumping fluids
Auto Nation Ford White Bear Lake	101-431	101-431-4300-000	1,637.87	113719	Cooling system repair #394
Auto Nation Ford White Bear Lake	101-431	101-431-4300-000	1,094.50	113719	Steering and suspension repairs #255
Cartegraph Systems Inc.	101-431	101-431-4300-000	3,000.00	113724	OMS Platform - Enterprise
Lano Equipment	101-431	101-431-4300-000	312.96	113749	Toolcat snowblower repair
U.S. Bank Visa	101-431	101-431-4300-000	84.00	113782	Discount Tire/4 tires for #505
Emergency Apparatus Maintenance	101-431	101-431-4410-000	759.45	113733	Inspection #611
Emergency Apparatus Maintenance	101-431	101-431-4410-000	14,434.97	113733	Install LED headlights wiper blades various repairs #610
Emergency Apparatus Maintenance	101-431	101-431-4410-000	6,977.67	113733	Install LED headlights wiper blades various repairs #609
Emergency Apparatus Maintenance	101-431	101-431-4410-000	645.43	113733	Routine maintenance #620
		101-431 Total	35,990.66		
Image Printing & Graphics Inc	101-432	101-432-4200-000	56.00	113743	'All Other Business' sign for Elections
Innovative Office Solutions LLC	101-432	101-432-4200-000	89.54	113744	Office supplies - envelopes tape note pads
U.S. Bank Visa	101-432	101-432-4200-000	5.26	113782	Amazon/Charger cable for J. Boonstra
U.S. Bank Visa	101-432	101-432-4200-000	11.91	113782	Amazon/Febreeze air freshener - City Hall Restrooms
U.S. Bank Visa	101-432	101-432-4200-000	22.40	113782	The Home Depot/Brown rubber mulch - City Hall
U.S. Bank Visa	101-432	101-432-4200-000	8.99	113782	Amazon/Printer cable replacement
U.S. Bank Visa	101-432	101-432-4200-000	31.99	113782	Amazon/Stylus pen - M. Sawyer
U.S. Bank Visa	101-432	101-432-4200-000	29.99	113782	Amazon/Adesso Imouse - M. Sawyer



**AP Checks by Account Number
1/25/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
ACE Supply Company Inc.	101-432	101-432-4211-500	2,030.98	113711	Replacement of 2 shop heaters
Frattallone's/Circle Pines Ace	101-432	101-432-4211-500	16.28	113736	Drill
U.S. Bank Visa	101-432	101-432-4211-500	799.15	113782	The Home Depot/Refrigerator
U.S. Bank Visa	101-432	101-432-4211-500	-53.15	113782	The Home Depot/Refund sales tax
Frattallone's/Circle Pines Ace	101-432	101-432-4211-501	2.99	113736	Battery - 12v
Menards - Forest Lake	101-432	101-432-4211-501	63.92	113757	Light bulbs
All Seasons Rental Inc.	101-432	101-432-4211-503	42.80	113713	Saw rental
U.S. Bank Visa	101-432	101-432-4211-503	60.54	113782	Amazon/Light bulbs for council chambers
Anoka County Treasury Office	101-432	101-432-4300-500	75.00	113716	Site 115 Jan 2021 Cac Fiber
Anoka County Treasury Office	101-432	101-432-4300-501	75.00	113716	Site 116 Jan 2021 Cac Fiber
Life Safety Systems Inc.	101-432	101-432-4300-502	325.00	113754	Annual monitoring charge 1/1/21-12/31/21
Anoka County Treasury Office	101-432	101-432-4300-503	75.00	113716	Site 117 Jan 2021 Cac Fiber
Life Safety Systems Inc.	101-432	101-432-4300-503	325.00	113754	Annual monitoring charge 1/1/21-12/31/21
Comcast	101-432	101-432-4321-502	344.90	113730	Phone & Internet - 1710 Birch Street
Connexus Energy	101-432	101-432-4381-500	1,383.24	113731	Electric
CenterPoint Energy	101-432	101-432-4383-500	321.34	113726	Natural Gas-1187 Main Street
CenterPoint Energy	101-432	101-432-4383-500	279.22	113726	Natural Gas-1189 Main Street
CenterPoint Energy	101-432	101-432-4383-500	260.12	113726	Natural Gas-1189 Main Street
CenterPoint Energy	101-432	101-432-4383-501	453.50	113726	Natural Gas-7741 Lake Drive
CenterPoint Energy	101-432	101-432-4383-502	302.90	113726	Natural Gas-1710 Birch Street
Centennial Utilities	101-432	101-432-4383-503	2,647.23	113725	Natural Gas-600 Town Center Pkwy
Ace Solid Waste Inc.	101-432	101-432-4384-500	360.50	113710	Trash & Recycling - 1189 Main Street
Ace Solid Waste Inc.	101-432	101-432-4384-500	62.71	113710	Commingle Recycling 1189 Main Street
Ace Solid Waste Inc.	101-432	101-432-4384-501	133.31	113710	Can Recycling Fire Station #1
Ace Solid Waste Inc.	101-432	101-432-4384-501	80.33	113710	Trash & Recycling - 7741 Lake Drive
Ace Solid Waste Inc.	101-432	101-432-4384-502	148.74	113710	Trash & Recycling - 1710 Birch Street
Ace Solid Waste Inc.	101-432	101-432-4384-502	124.73	113710	Can Recycling Fire Station #2
Ace Solid Waste Inc.	101-432	101-432-4384-503	434.80	113710	Trash & Recycling - 640 Town Center Pkwy
Republic Services #899	101-432	101-432-4384-503	138.39	113770	January 2021 Organic Recycling - City Hall
Bureau of Criminal Apprehension	101-432	101-432-4410-000	133.00	113706	Background check for janitorial staff
Aramark Uniform & Career Apparel Group Inc.	101-432	101-432-4410-502	198.36	113717	Mats
Nardini Fire Equipment Co	101-432	101-432-4410-503	142.61	113763	Fire extinguisher inspection
	101-432 Total		12,044.52		
Cartegraph Systems Inc.	101-450	101-450-4300-000	1,500.00	113724	OMS Platform - Enterprise
Press Publications Inc.	101-450	101-450-4300-000	103.43	113769	Notice of Public Hearing Oaks of Lino Park Vacate
U.S. Bank Visa	101-450	101-450-4321-000	81.46	113782	Verizon/Phone & Internet
Connexus Energy	101-450	101-450-4381-000	69.12	113731	Electric
Centennial Utilities	101-450	101-450-4383-000	143.63	113725	Natural Gas-7204 Lake Drive
Centennial Utilities	101-450	101-450-4383-000	26.40	113725	Natural Gas-6811 Lake Drive
Centennial Utilities	101-450	101-450-4383-000	175.42	113725	Natural Gas-6918 Sunrise
CenterPoint Energy	101-450	101-450-4383-000	53.19	113726	Natural Gas-6520 Pheasant Run
CenterPoint Energy	101-450	101-450-4383-000	21.99	113726	Natural Gas-1179 Main Street
Ace Solid Waste Inc.	101-450	101-450-4384-000	0.00	113710	Trash & Recycling - Sunrise Park
Jimmy's Johnnys	101-450	101-450-4410-000	60.00	113745	Toilet Rental - Birch Park
Jimmy's Johnnys	101-450	101-450-4410-000	60.00	113745	Toilet Rental - City Hall Park
Jimmy's Johnnys	101-450	101-450-4410-000	60.00	113745	Toilet Rental - Sunrise Park
Jimmy's Johnnys	101-450	101-450-4410-000	60.00	113745	Toilet Rental - Lino Park
	101-450 Total		2,414.64		
U.S. Bank Visa	101-461	101-461-4321-000	46.45	113782	Verizon/Phone & Internet
U.S. Bank Visa	101-461	101-461-4330-000	150.00	113782	University of Minnesota/Shade Tree Short Course
	101-461 Total		196.45		
Nystrom Publishing Company	101-462	101-462-4340-000	2,201.82	113764	Recycling Saturday postcards
Ace Solid Waste Inc.	101-462	101-462-4410-000	190.04	113710	Organic Recycling - Birch Park
Ace Solid Waste Inc.	101-462	101-462-4410-000	94.66	113710	Organic Recycling - Clearwater Creek
Ace Solid Waste Inc.	101-462	101-462-4410-000	108.22	113710	Organic Recycling - Lino Park
Ace Solid Waste Inc.	101-462	101-462-4410-000	236.21	113710	Organic Recycling - Marshan Park
Freimuth Enterprises LLC	101-462	101-462-4410-000	375.00	113737	Recycling Saturday
	101-462 Total		3,205.95		
U.S. Bank	341-470	341-470-6030-000	450.00	113780	Water Utility Revenue Bonds 2016A
	341-470 Total		450.00		
U.S. Bank	342-470	342-470-6030-000	450.00	113780	Improvement Refunding Bonds 2016B
	342-470 Total		450.00		
U.S. Bank	343-470	343-470-6030-000	450.00	113780	Abatement Ref Bonds 2016C



**AP Checks by Account Number
1/25/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
	343-470 Total		450.00		
U.S. Bank	344-470	344-470-6030-000	500.00	113780	Bonds 2018A
	344-470 Total		500.00		
Advanced Graphix Inc.	402-420	402-420-5000-000	395.00	113712	Kit Custom Reflective Graphics #317
Emergency Automotive Technologies	402-420	402-420-5000-000	4,799.39	113734	Squad #317 - Replaces #383 in 2020 Capital Equipment
Emergency Automotive Technologies	402-420	402-420-5000-000	7,448.55	113734	Squad #317 - Replaces #383 in 2020 Capital Equipment
	402-420 Total		12,642.94		
Landmark Structures	406-499	406-499-4400-127	17,983.50	113748	Water Tower No. 3
Landmark Structures	406-499	406-499-4400-127	142,818.25	113748	Water Tower No. 3
	406-499 Total		160,801.75		
Kennedy & Graven Chartered	418-499	418-499-4301-000	256.25	113746	November & December Legal
	418-499 Total		256.25		
Sauter & Sons Inc	420-499	420-499-4400-000	14,500.00	113771	Demolition - 7685 Lake Dr
	420-499 Total		14,500.00		
Haugo Geo Technical Services LLC	421-499	421-499-4300-133	5,060.00	113741	2020 Street Rehab
	421-499 Total		5,060.00		
Anoka County Property Records & Taxation	474-499	474-499-4300-082	46.00	113715	Release of Deferred Assessment
	474-499 Total		46.00		
U.S. Bank Visa	484-499	484-499-4300-000	21.10	113782	USPS/Shipped Lino Lakes 2040 Comp Plan to Metropolitan Council
	484-499 Total		21.10		
Haugo Geo Technical Services LLC	486-499	486-499-4300-000	3,839.00	113741	East Cedar St/Elmcrest Ave
	486-499 Total		3,839.00		
City of Shoreview	601-000	601-000-2140-000	17.01	113728	4th Qtr 2020 Utilities
MN Department of Health	601-000	601-000-2140-000	12,167.00	113762	4th Qtr 2020 Water Connection Fee
	601-000 Total		12,184.01		
Curtis 1000 Inc.	601-494	601-494-4200-000	839.72	113732	UB Statements
U.S. Bank Visa	601-494	601-494-4200-000	14.99	113782	Amazon/Flash drive case
U.S. Bank Visa	601-494	601-494-4211-000	62.44	113782	Amazon/Respirator filters head lamps
Hawkins Inc.	601-494	601-494-4222-000	25.00	113742	150 Lb Chlorine Cylinder
U.S. Bank Visa	601-494	601-494-4240-000	329.00	113782	The Home Depot/Hammer drill
U.S. Bank Visa	601-494	601-494-4240-000	185.97	113782	Amazon/30" Shovels
Cartegraph Systems Inc.	601-494	601-494-4300-000	3,000.00	113724	OMS Platform - Enterprise
Sycom Inc.	601-494	601-494-4300-000	5,000.00	113776	Well 3 SCADA Software for DSL Link Upgrade
City of Roseville	601-494	601-494-4310-000	729.00	113727	January 2021 IT Services
U.S. Bank Visa	601-494	601-494-4321-000	207.93	113782	Verizon/Phone & Internet
U.S. Bank Visa	601-494	601-494-4321-000	46.45	113782	Verizon/Phone & Internet
Circle Pines Post Office	601-494	601-494-4322-000	330.05	113705	Utility Billing Postage
Petty Cash - Kellie Schmidt	601-494	601-494-4322-000	0.92	113767	Additional postage
Connexus Energy	601-494	601-494-4381-000	2,968.10	113731	Electric
City of Shoreview	601-494	601-494-4382-000	428.45	113728	4th Qtr 2020 Utilities
CenterPoint Energy	601-494	601-494-4383-000	17.06	113726	Natural Gas-6774 Black Duck Drive
CenterPoint Energy	601-494	601-494-4383-000	42.50	113726	Natural Gas-6786 Clearwater Creek
CenterPoint Energy	601-494	601-494-4383-000	45.53	113726	Natural Gas-6482 Pheasant Run S
CenterPoint Energy	601-494	601-494-4383-000	51.87	113726	Natural Gas-1180 Birch Street
SBRK Finance Holdings Inc	601-494	601-494-4410-000	334.50	113772	December UB Web Payments Trans Fee/Active Acct Fee
	601-494 Total		14,659.48		
Curtis 1000 Inc.	602-495	602-495-4200-000	839.72	113732	UB Statements
Cartegraph Systems Inc.	602-495	602-495-4300-000	3,000.00	113724	OMS Platform - Enterprise
City of Roseville	602-495	602-495-4310-000	729.00	113727	January 2021 IT Services
U.S. Bank Visa	602-495	602-495-4321-000	122.91	113782	Verizon/Phone & Internet
Circle Pines Post Office	602-495	602-495-4322-000	330.05	113705	Utility Billing Postage
Petty Cash - Kellie Schmidt	602-495	602-495-4322-000	0.93	113767	Additional postage
Connexus Energy	602-495	602-495-4381-000	744.01	113731	Electric
City of Shoreview	602-495	602-495-4382-000	1,373.18	113728	4th Qtr 2020 Utilities
Centennial Utilities	602-495	602-495-4383-000	20.01	113725	Natural Gas-Sunrise
CenterPoint Energy	602-495	602-495-4383-000	18.38	113726	Natural Gas-2200 E. Cedar Street
CenterPoint Energy	602-495	602-495-4383-000	20.40	113726	Natural Gas-6666 Black Duck Drive
CenterPoint Energy	602-495	602-495-4383-000	21.85	113726	Natural Gas-2028 Cypress Street
CenterPoint Energy	602-495	602-495-4383-000	18.38	113726	Natural Gas-1473 Snow Goose Trail
CenterPoint Energy	602-495	602-495-4383-000	21.08	113726	Natural Gas-6300 Laurene Ave
Met Council Environmental Services	602-495	602-495-4405-000	82,374.02	113758	February Waste Water Services
SBRK Finance Holdings Inc	602-495	602-495-4410-000	334.50	113772	December UB Web Payments Trans Fee/Active Acct Fee
U.S. Bank Visa	602-495	602-495-4452-000	23.00	113782	MN Pollution Control Agency/Wastewater renewal cert - T. Paulno



**AP Checks by Account Number
1/25/2021 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
	602-495 Total		89,991.42		
Anoka County Property Records & Taxation	801-000	801-000-2300-000	46.00	113715	Resolution - Poehling Addition
Anoka County Property Records & Taxation	801-000	801-000-2300-000	46.00	113715	Resolution - Poehling Addition
Bonfe Builders	801-000	801-000-2300-000	490.71	113720	Escrow Closure - 87 Lilac Street - Concept Plan
Larson Jeremy & Amy	801-000	801-000-2300-000	915.91	113750	Escrow Closure - Lundgren-Larson Minor Subdivision
Premier Custom Homes	801-000	801-000-2318-000	3,400.00	113768	Escrow Release - 546 Arlo Ln
Anoka County Property Records & Taxation	801-000	801-000-2323-103	46.00	113715	Resolution
	801-000 Total		4,944.62		
Landbridge Ecological	810-499	810-499-4410-000	5,500.00	113747	Foxborough Restoration
	810-499 Total		5,500.00		
	Grand Total		679,119.19		



Electronic Funds Transfer
MN Statute 471.38 Subd. 3

Council Meeting January 25, 2021

Transfer In/(Out)

12/31/2020 Council Payroll	(3,304.93)
12/31/2020 Council PERA	(367.62)
1/4/2021 HSA Bank ER Contribution	(5,999.85)
1/4/2021 Council Federal Deposit	(196.60)
1/4/2021 Council State	(43.95)
1/6/2021 Wire from 4M (Gen Acct)	300,000.00
1/8/2021 Payroll #01	(134,835.83)
1/8/2021 Payroll #01 Federal Deposit	(41,299.97)
1/8/2021 Payroll #01 PERA	(43,936.81)
1/8/2021 Payroll #01 State	(9,403.56)
1/8/2021 Payroll #01 Child Support	(276.29)
1/8/2021 Payroll #01 H.S.A. Bank Pretax	(3,293.95)
1/8/2021 Payroll #01 TASC Pretax	(749.96)
1/8/2021 Payroll #01 ICMA 457 Def. Comp #301596	(3,815.00)
1/8/2021 Payroll #01 ICMA Roth IRA #706155	(510.75)
1/8/2021 Payroll #01 MSRS HCSP #98946-01	(1,746.09)
1/8/2021 Payroll #01 MSRS Def. Comp #98945-01	(3,185.00)
1/8/2021 Payroll #01 MSRS Roth IRA #98945-01	(660.00)
1/15/2021 Building Permit Surcharge	(3,241.08)
1/20/2021 Sales & Use Tax	(713.00)

CITY COUNCIL WORK SESSION

DRAFT

**CITY OF LINO LAKES
MINUTES**

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DATE : **January 4, 2021**
TIME STARTED : **6:00 p.m.**
TIME ENDED : **6:45 p.m.**
MEMBERS PRESENT : **Council Member Stoesz, Lyden, Ruhland,
Cavegn and Mayor Rafferty**
MEMBERS ABSENT : **None**

Staff members present: Community Development Director Michael Grochala; Director of Public Safety John Swenson; Public Services Director Rick DeGardner, City Engineer Diane Hankee; City Clerk Julie Bartell

1. Storm Water Utility Proposal – Community Development Director Grochala recalled the council’s direction to seek a proposal to establish a storm water utility for the City. He noted that WSB & Associates has submitted a proposal to prepare a report on the feasibility of a project. He introduced Bob Barth, WSB & Associates, who was present to answer questions.

Mayor Rafferty asked for general information on storm water utility and its use by other jurisdictions in the area. He is aware that the Vadnais Lakes Area Water Management Organization (VLAWMO) does have a storm water utility.

Community Development Director Grochala said, if the council approves the completion of a study, more specific information will be provided to the City. He noted other cities in the area that have the utility. The study will look at the budgetary cost for the City’s storm water system and converting that cost so it is charged based on impervious surfaces. A fee would be established and would have different levels, i.e. single family would be different from industrial use.

The mayor asked for more information on costs that will and could be identified, i.e. the cost of a street sweeper. Mr. Grochala replied that the utility would have a budget for capital costs. Mr. Barth pointed out that the cost of pond dredging is something that could be covered; that is not currently being done and it is something that he expects will soon be mandated by the State. Mr. Grochala noted the high number of storm water ponds present in the City and associated costs; adding dredging will be an expensive addition. Mr. Barth remarked that establishment of a utility allows the City to charge for use/impact on the system. Further Mr. Barth noted that the utility is generally funded in a transparent manner that is clear because it is a separate fund.

Councilmember Ruhland asked about maintenance of ponds when they go quite dry. Some elements of pond maintenance are storm water maintenance.

CITY COUNCIL WORK SESSION

DRAFT

44 Councilmember Stoesz asked if there is a precedent on any charges to people who have
45 wells. Mr. Grochala said he believes that generally charges apply when they do
46 something like a ditch project. Mr. Grochala added that currently any property that is tax
47 exempt is not paying the City for storm water maintenance but they would generally be
48 included in a utility. Mr. Barth pointed out that government entities such as MnDOT and
49 Anoka County would usually be exempt. Mr. Barth explained that land use is a part of
50 consideration but an appeal process is also usually included. Councilmember Stoesz
51 asked if there is an estimate of revenue and Mr. Grochala replied that years ago that figure
52 was \$500,000 annually.

53

54 Councilmember Lyden asked how ditches would be impacted and also noted that he has
55 an expectation that the City's fee will be in line with surrounding area charges. Mr.
56 Grochala explained that there are different types of ditches so some would be included in
57 maintenance (new improvements would not be covered by this utility).

58

59 The council will consider an action at the next council meeting.

60

61 **2. Zoning Ordinance Update – Consultant Services** – Community Development
62 Director Grochala noted the completion of the City's comprehensive plan update. It
63 would be appropriate to now move forward in updating the City's zoning code
64 accordingly. He reviewed areas that would be included in an update process (see staff
65 report). In the past the City has used the services of Landform but he would like to know
66 if staff should approach that company or do a request for services. Councilmember
67 Stoesz asked why the process can't be done in house and Mr. Grochala explained the
68 complexity of the process and his recommendation to get outside help; staff would
69 however work hand in hand with a consultant throughout the process.

70

71 Councilmember Stoesz asked if staff has an idea of a not to exceed amount for the work;
72 Mr. Grochala offered that there is \$25,000 in the current budget.

73

74 Mayor Rafferty asked if there any danger in seeking additional quotes for the service.
75 Mr. Grochala noted that the biggest thing to consider in that area would be familiarity.
76 Mayor Rafferty said he's comfortable with Landform; there was no objection from the
77 council.

78

79 **3. Annual Appointments** – Mayor Rafferty noted that the list coming forward is
80 concurrent with the past year. The council did not have any questions. Councilmember
81 Stoesz noted that he is employed by US Bank although he understands that he can vote
82 for the depositories because he doesn't have any direct consideration in his job duties.

83

84 **4. Annual EDA Appointments** – Mayor Rafferty suggested that the council
85 continue with the past practice of moving council members up through these positions,
86 which would mean the following EDA appointments:

87

88 Chris Lyden – President

CITY COUNCIL WORK SESSION

DRAFT

89 Michael Ruhland – Vice President

90 Tony Cavegn - Treasurer

91

92 **5. Council Updates on Boards/Commissions** – There were no updates.

93

94 **6. Review Regular Agenda of January 11, 2021**

95

96 Item 5A, Vacating Oaks of Lino Lakes Park Property - Director DeGardner explained the
97 recommendation to vacate a strip of property that is no longer needed. A
98 recommendation to do so comes forward from the Park Board. The adjacent property
99 owners will split the vacated land.

100

101 Item 6A, Denying a Setback Variance for Deck at 842 Lois Lane – Mayor Rafferty noted
102 that the property owner should be aware that this is coming forward.

103

104 **Not on Printed Agenda** – Community Development Director Grochala had sent a
105 message to the council including the YMCA’s notice of their intent to convey the Lino
106 Lakes facility back to the City by March 1, 2021. He reminded the council that the City
107 will be receiving the results of a study soon that evaluates future operations of the facility.
108 Staff will continue to work with Isaac Sports Group on that study as planned. In the
109 meantime staff will be keeping the council aware and providing information on what is
110 involved in the facility transitioning from YMCA ownership to the City.

111

112 Councilmember Ruhland asked if there is any recourse for the City other than taking
113 ownership of the property and Mr. Grochala indicated that is the recourse that is allowed
114 under contract. Mayor Rafferty remarked that the City’s elected officials that dealt with
115 the development of the facility along with staff at that time (in particular Mr. Grochala)
116 made sure the City was covered and it’s important this council does the same good work
117 in this process.

117

118 Councilmember Lyden asked that the council continue to attempt to establish a time for a
119 goal setting session.

120

121 The meeting was adjourned at 6:45 p.m.

122

123 These minutes were considered, corrected and approved at the regular Council meeting held on
124 January 25, 2021.

125

126

127

128

129 _____
Julianne Bartell, City Clerk

Rob Rafferty, Mayor

130

COUNCIL MINUTES

DRAFT

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

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DATE : **January 11, 2021**
TIME STARTED : **6:30 p.m.**
TIME ENDED : **7:22 p.m.**
MEMBERS PRESENT : **Councilmember Stoesz, Lyden,
Ruhland, Cavegn and Mayor Rafferty**
MEMBERS ABSENT :

Staff members present: City Administrator Sarah Cotton; Community Development Director Michael Grochala; City Planner Katie Larsen; Public Services Director Rick DeGardner; Human Resource Manager Meg Sawyer; City Clerk Julie Bartell

PUBLIC COMMENT

There were no public comments.

SETTING THE AGENDA

The agenda was approved as presented.

CONSENT AGENDA

Councilmember Lyden moved to approve the Consent Agenda, Items 1A through 1C as presented. Councilmember Ruhland seconded the motion. Motion carried on a voice vote.

ITEM **ACTION**

Consideration of Expenditures:

- | | | |
|----|---|----------|
| A) | January 11, 2021 (Check No. 113646 through 113704)
in the Amount of \$276,534.75 | Approved |
| B) | Consider Approval of December 28, 2020 Council
Work Session Minutes | Approved |
| C) | Consider Approval of December 28, 2020 Council
Minutes | Approved |

FINANCE DEPARTMENT REPORT

There was no report from the Finance Department.

ADMINISTRATION DEPARTMENT REPORT

3A) Consider Approval of Annual Appointments for 2021 – City Administrator Cotton noted that the council annually approves a list of appointments and designations. She mentioned that the council reviewed this year’s list at the last worksession and she noted changes from the previous year.

COUNCIL MINUTES

DRAFT

40 Carter Johnson, publisher of the *Quad Community Press*. The paper has served the City for many
41 years in the past and they are thrilled to be selected to continue that service. He noted the number
42 of people that the paper serves. He noted the community resident guide they produce. They
43 make the paper available to anyone who requests and they reach twenty percent of the population.

44 Councilmember Cavegn moved to approve the list of appointments for 2021. Councilmember
45 Stoesz seconded the motion. Motion carried on a voice vote.

46 **B) Consider Appointment of Public Safety Record Technician** – Meg Sawyer, Human
47 Resources Manager, reviewed the staff recommendation to appoint Jessica Crowe to this vacant
48 position. Ms. Crowe’s qualifications and a review of the hiring process is included in the written staff
49 report.

50 Councilmember Lyden moved to approve the appointment of Jessica Crowe as recommended.
51 Councilmember Stoesz seconded the motion. Motion carried on a voice vote.

PUBLIC SAFETY DEPARTMENT REPORT

52 There was no report from the Public Safety Department.

PUBLIC SERVICES DEPARTMENT REPORT

54 **5A) Public Hearing: Consider 1st Reading of Ordinance No. 01-21 Vacating Oaks of Lino**
55 **Park Property** – Public Services Director DeGardner reported on his recommendation that the
56 council hold a public hearing on an ordinance that would vacate the Oaks of Lino Lakes property.
57 This vacation comes forward as a recommendation from the City’s Park Board. Mayor Rafferty
58 noted that he was in attendance when the Park Board discussed this matter.
59

60 Mayor Rafferty opened the public hearing.

61 There being no one present wishing to speak, the public hearing was closed.

62 Councilmember Stoesz moved to approve the 1st Reading of Ordinance No. 01-21 as presented.
63 Councilmember Cavegn seconded the motion. Motion carried on a voice vote.

COMMUNITY DEVELOPMENT REPORT

64 **6A) Consider Resolution No. 20-131 Denying a Setback Variance for a Deck at 842 Lois**
65 **Lane** - City Planner Larsen reviewed a PowerPoint presentation including information on:

- 66 - Background that brings forward a request for a setback variance;
- 67 - Review of City discussion of the matter;
- 68 - Note that the state building code requirement calls for the setback;
- 69 - Aerial map of the site and plan showing proposed deck;
- 70 - The current deck is not legal;
- 71 - Current zoning and setback requirement noted;
- 72 - What’s being proposed for construction – to keep or replace existing deck and extend that
73 structure;
- 74 - Zoning Ordinance speaks to deck construction in two sections;
- 75

COUNCIL MINUTES

DRAFT

- 76 - An option was presented that would be allowed;
- 77 - Findings of Fact were reviewed;
- 78 - Staff and Planning and Zoning Board recommendation to deny the setback variance request.

79 Mayor Rafferty mentioned the grandfather rule; the applicant would be allowed to vary the current
80 setback requirement from current standards but not to the level he requests.

81 Brian Rydlund, 842 Lois Lake. He thanked the council for coming out to his property and looking
82 at the structure. He awaits the council's decision and the logic behind their vote.

83 Councilmember Ruhland asked if there is a variance in the full length of the deck to the lot line and
84 Mr. Rydlund said yes, but it is marginal

85 Councilmember Lyden explained his perspective. This deck has been present for thirty years and
86 there has never been a complaint or problem related to the structure. The issue of health and safety
87 is being identified as the five foot setback. He has sent pictures of other properties (shown on
88 screen) with thirteen feet between homes. If the question is safety (fire), his examples would
89 present the same issue. A picture of the applicant's property was shown with more space between.
90 He feels confident the neighbor's will not be building a deck.

91 Councilmember Lyden moved to approve the variance but only with a minimum of ten feet distance
92 between structures to be maintained now and in the future.

93 Mayor Rafferty said he has visited the site several times and has looked from different views. He
94 feels that he must recognize that there are rules in place and they must be taken seriously. Is it
95 wrong for the applicant to come forward and request a variance – of course not. There is a way to
96 move forward in a modified manner. The mayor said he would not support a variance.

97 Councilmember Cavegn said he has visited the site as well. The applicant did not cause the
98 problem but yet the deck falls outside of regulations. He is concerned about how the City can
99 prevent something like this from happening again? The applicant is just trying to improve his
100 property. City Planner Larsen noted that residents are encouraged to contact City Hall before
101 projects. Ms. Larsen added that the neighbor maintains the right to use their setback and it could
102 impact the space between properties.

103 Councilmember Stoesz remarked that he has concern that Councilmember's Lyden motion would
104 not stay workable in the future.

105 Councilmember Stoesz moved to approve Resolution No. 20-131 as presented.

106 Ruhland asked is it possible that the homeowner could have a structure that hinged up? Ms. Larson
107 said that would still be a structure and it would not comply.

108 Councilmember Ruhland seconded the Stoesz motion.

109 Councilmember Lyden argued that this is a question about one resident and one situation. If the
110 City can't work out something for this resident, that represents government being too large. The
111 council has an obligation to use common sense in making these decisions.

112 Motion carried on a voice vote. Councilmember Lyden recorded as voting no.

113 **6B) Consider Resolution No. 20-02, Authorizing Preparation of Storm Water Utility**
114 **Feasibility Study** - Community Development Director Grochala noted that the resolution authorizes
115 a study. He pointed out that the council has discussed this option and the elements of establishing a

COUNCIL MINUTES

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116 utility. WSB & Associates has submitted a proposal to prepare a feasibility study to be funded
117 through the storm water management fund.

118 Councilmember Stoesz asked when the budget impact of an established utility would occur. Staff
119 suggested that with the feasibility study planned for early this year, the utility could be place for
120 2022.

121 Councilmember Ruhland moved to approve Resolution No. 20-02 as presented. Councilmember
122 Cavegn seconded the motion. Motion carried on a voice vote.

123 **UNFINISHED BUSINESS**

124 There was no Unfinished Business.

125

126 **NEW BUSINESS**

127 There was no New Business.

128

129 **COMMUNITY EVENTS**

130 There were no events announced.

131 **COMMUNITY CALENDAR**

<i>Community Calendar – A Look Ahead</i>			
January 11, 2021 through January 25, 2021			
134	✚ Tuesday, January 12	6:00 pm, Zoom	Advisory Board Interviews
135	✚ Wednesday, January 13	6:30 pm, Zoom	Planning & Zoning Board
136	✚ Thursday, January 14	6:00 pm, Zoom	Advisory Board Interviews
137	✚ Monday, January 18	CITY HALL CLOSED	Martin Luther King
138	✚ Monday, January 25	6:00 pm, Council Chambers	Council Work Session
139	✚ Monday, January 25	6:30 pm, Council Chambers	City Council Meeting

140

141 **ADJOURN**

142

143 There being no further business, Councilmember Stoesz moved to adjourn at 7:22 p.m.
144 Councilmember Lyden seconded the motion. Motion carried on a voice vote.

145

146 These minutes were considered and approved at the regular Council Meeting on January 25, 2021.

147

148

149

150

151 _____
Julianne Bartell, City Clerk

151 _____
Rob Rafferty, Mayor

152

**CITY COUNCIL
AGENDA ITEM 1D**

STAFF ORIGINATOR: Lisa Hogstad-Osterhues, Deputy Clerk

MEETING DATE: January 25, 2021

TOPIC: Advisory Board Appointment

VOTE REQUIRED: 3/5

INTRODUCTION

Each year, the City council appoints or reappoints citizens to serve on council advisory boards/committee.

BACKGROUND

Interviews were conducted January 12 and 14, 2021 with the following results:

Planning & Zoning Board – 3 Seats

Paul Tralle
Nate Vojtech
Isaac Wipperfurth

Park Board - 2 Seats

Clark Gooder
James Zilka

Economic Development Advisory Committee – 4 Seats, 2 Applicants

Julie Jeffrey-Schwartz
Andrew Cravero

Environmental Board 2 Seats

John Sullivan
Cassandra Cavegn

RECOMMENDATION

Approve advisory board/committee appointments as listed above.

**CITY COUNCIL
AGENDA ITEM 3A**

STAFF ORIGINATOR: Sarah Cotton, City Administrator

MEETING DATE: January 25, 2021

TOPIC: Assignment and Assumption of Lease – New Creations

VOTE REQUIRED: 3/5

INTRODUCTION

The Council is being asked to approve an Assignment and Assumption of Lease with New Creations effective January 1, 2021.

BACKGROUND

In June of 2014, the City of Lino Lakes entered into a lease agreement with New Creations Child Care and Learning Center, LLC. The original term of the lease was from July 1, 2014 to June 30, 2019. Prior to investing in improvements to the leased facility, the owners of New Creations asked the City to consider an extension to the lease agreement in June of 2018. A ten-year extension, with an option to terminate after five year was approved by the City Council on June 25, 2018.

New Creations now has several sites across the metro area, with several entities operating the various sites. In an effort to streamline its operations, New Creations is looking to combine operations so that there are only two separate entities leasing/operating the sites. New Creations is requesting approval of the Assignment and Assumption from New Creations Child Care and Learning Center, LLC to NCCC, LLC. It should be noted that both entities have identical ownership. The lease contains a provision that requires New Creations to obtain written consent from the Landlord (City of Lino Lakes) prior to assigning or transferring the lease. All provisions of the lease, as amended, will remain in full force and effect.

RECOMMENDATION

Approve Assignment and Assumption of Lease effective January 1, 2021.

ATTACHMENTS

Assignment and Assumption of Lease
New Creations Child Care and Learning Center Lease Agreement and Amendments

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment"), is made as of the 1st day of January, 2021 (the "Effective Date"), by and between New Creations Childcare and Learning Center, Inc., a Minnesota corporation ("Assignor"), NCCC, LLC, a Minnesota limited liability company ("Assignee"), and City of Lino Lakes, a Minnesota municipal corporation, and/or its assigns ("Landlord").

RECITALS

WHEREAS, Assignor is the tenant under that certain Lease Agreement dated July 1, 2014 by and between Landlord and Assignor, as amended from time-to-time (collectively, with the amendments, the "Lease"), pursuant to which Lease, Landlord has demised to Assignor a portion of that certain premises located at 620 Town Center Parkway, Lino Lakes, MN, as specifically described in the Lease (the "Property").

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to assume from Assignor all of Assignor's rights, title, and interest and liabilities in, to and under the Lease.

WHEREAS, the Lease contains a covenant on the part of Assignor not to assign or transfer the Lease nor sublet the Property without Landlord's prior written consent.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The foregoing recitals are incorporated as if fully set forth herein.
2. As of the Effective Date, Assignor hereby grants, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's rights, title, interest and liabilities in, to and under the Lease and the Property for the balance of the term of the Lease (including any extensions and renewals thereof).
3. As of the Effective Date, Assignee hereby expressly assumes Assignor's rights, title, interest and liabilities in, to and under the Lease and becomes liable for the full and timely performance of all obligations, liabilities and covenants arising under the Lease from and after the date hereof.
4. Assignee hereby indemnifies and holds Assignor harmless from and against any and all claims, expenses, costs, obligations, or other liabilities with respect to the Lease, arising out of or with respect to events occurring from and after the Effective Date. The foregoing indemnification obligation shall survive the delivery of this instrument.

5. Assignor hereby indemnifies and holds Assignee harmless from and against any and all claims, expenses, costs, obligations, or other liabilities with respect to the Lease, arising out of or with respect to events occurring prior to the Effective Date. The foregoing indemnification obligation shall survive the delivery of this instrument.

6. The undersigned Landlord hereby consents to the assignment of the Lease from Assignor to Assignee as set forth above, provided however, the Lease and all of its provisions shall continue in full force and effect as assigned and this consent shall not be deemed to waive Landlord's right to approve or consent to any future assignments. Landlord releases Assignor from any liability for the obligations of Tenant under the Lease arising from and after the Effective Date, provided, such release shall not release Assignor from any obligations to Landlord that accrued prior to the Effective Date. Nothing contained in the foregoing shall restrict, hinder or limit Landlord from utilizing any Security Deposit pursuant to the terms of the Lease.

7. Except as expressly set forth herein, nothing contained herein shall be deemed or construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions or conditions contained in the Lease. In addition, the acceptance of rents by Landlord from Assignee or anyone else liable under the Lease shall not be deemed a waiver by Landlord of any provision of the Lease, this Assignment, or Landlord's consent herein.

8. This Assignment may not be amended, modified or terminated except by an instrument in writing executed by the parties hereto.

9. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

New Creations Child Care and Learning Center,
Inc., a Minnesota corporation

By: _____
Ryan Carlson, _____

ASSIGNEE:

NCCC, LLC,
a Minnesota limited liability company

By: _____
Ryan D. Carlson, Manager

LANDLORD:

City of Lino Lakes,
a Minnesota municipal corporation, and/or its
assigns

By: _____
Rob Rafferty, Its Mayor

By: _____
Julie Bartell, Its City Clerk

LEASE AGREEMENT

Subject to and upon the Basic Lease Terms set forth below, and the other terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises described below, located in that building located at Building Address (the “**Building**”).

BASIC LEASE TERMS

<i>Lease Effective Date:</i>	July 1, 2014
<i>Landlord:</i>	City of Lino Lakes
<i>Legal Entity:</i>	A Minnesota municipal corporation
<i>Tenant:</i>	New Creations Child Care and Learning Center, LLC
<i>Legal Entity:</i>	Limited Liability Company (Domestic)
<i>Leased Premises:</i>	That portion of 620 Town Center Parkway, Lino Lakes, MN 55014, as more specifically described in Exhibit A
<i>Term:</i>	Commencing July 1, 2014 and terminating June 30, 2019. The period of July 1 to June 30 defined as “ Lease Year. ”
<i>Commencement Date:</i>	July 1, 2014
<i>Termination Date:</i>	June 30, 2019
<i>Rent:</i>	As determined in accordance with Article 4 of the Lease Agreement
<i>Use:</i>	Child Care Center and related administrative purposes
<i>Parking:</i>	Tenant has the right to use parking spaces in the existing parking areas serving the Leased Premises.
<i>Landlord’s Broker:</i>	Kevin Peck, KW Commercial
<i>Landlord’s Address for Notices:</i>	600 Town Center Parkway, Lino Lakes, MN 55014
<i>Tenant’s Address for Notices:</i>	620 Town Center Parkway, Lino Lakes, MN 55014
<i>Additional Exhibits:</i>	Exhibit A – Leased Premises Exhibit B – Basic Operating Costs Exhibit C – Site Plan

ARTICLE 1. Leased Premises.

Subject to and upon the terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises described herein, which Leased Premises are located in the building located at 620 Town Parkway, Lino Lakes MN 55014 (the “**Building**”). The Leased is more particularly depicted in the attached Exhibit A (hereinafter referred to as the “**Leased Premises**”). The Leased Premises consists of approximately 5,388 rentable square feet with expansion to 8,327 rentable square feet. Tenant has reviewed the calculation of the square feet of the Leased Premises and accepts the calculations for purposes of this Lease Agreement. Any inaccuracy of the square footage will not affect the amount of Gross Rent to be paid by Tenant. Tenant will also have use of the Outdoor Play Area. See Exhibit C for details.

(a) Tenant Improvements by Landlord – None

(b) Tenant assumes full responsibility for the condition and operation of the Leased Premises, and the Landlord shall have no liability in respect thereto, or for damage to the property of the Tenant or on account of condition or operation of the Leased Premises. Landlord will have the right to inspect the Leased Premises after completion of Tenant Improvements. Tenant accepts (and is deemed to have accepted upon occupancy) the Leased Premises on an “as is”, “where is”, and “with all faults” basis on the Commencement Date, without warranty or representation of any kind, including without limitation, any warranty or representation as to the merchantability or fitness for a particular purpose of any portion of the Leased Premises. Tenant further acknowledges that Landlord is under no obligation to make any alterations, decorations, additions or improvements in or to the Leased Premises or to provide any build-out or improvement allowance with respect thereto except as expressly set forth in this Lease.

ARTICLE 2. Purpose and Use.

(a) The Tenant represents that the Leased Premises shall be used by the Tenant only for the purpose of providing the usual childcare, teaching / tutoring center and related purposes in connection with the operation of a childcare center. The Leased Premises shall be used and occupied by Tenant so as not to contravene any present or future governmental or quasi-governmental laws in force or reasonable requirement of insurance carriers or the provisions of Article 9 hereof.

ARTICLE 3. Lease Term.

(a) Tenant takes the Leased Premises from Landlord, upon the terms and conditions herein contained, to have and to hold the same for the initial term of **Sixty (60) months** (hereinafter referred to as “**Lease Term**”) commencing on the 1st day of July, 2014 and terminating on the 30th day of June, 2019 (the “**Initial Term**”). Tenant may have (“**Early Access**”) to the Leased Premises at no additional cost to the Tenant upon Lease execution to preform improvements to the Leased Premises. All provisions of this Lease shall be applicable during Early Access.

Any extension of the Term hereunder shall be on the same terms and conditions as are applicable to the Initial Term; provided the Base Rent payable monthly by Tenant to Landlord for the

Leased Premises for the Renewal Term shall be not less than the final Lease Term rents as stated in Article 4 below and as defined in the Basic Lease Terms above.

ARTICLE 4. Rent.

(a) Rent. Tenant shall pay to Landlord an annual rent equal to a base annual rent, as hereinafter defined (“**Base Rent**”), plus the “**Basic Operating Costs**” as defined in Exhibit B. The Base Rent together with the Basic Operating Costs shall collectively be referred to as the “**Gross Rent.**” Landlord shall advise Tenant in writing prior to the commencement of the Lease Term and from time to time, as adjustments are made, in accordance with the terms of this Lease, to the Gross Rent payments then due.

(b) Payment of Gross Rent. Tenant shall pay the annual Base Rent in monthly installments, equal to one-twelfth (1/12th) of the then applicable annual Base Rent. Each monthly installment of Base Rent shall be payable in advance without demand and without any reduction, abatement, counterclaim or offset, to Landlord on or before the first day of each month (or the next succeeding business day in the event the first day of such month is not a business day). Tenant shall pay to the Landlord Tenant’s “**Proportionate Share**” of Basic Operating Costs, without any reduction, abatement, counterclaim or offset, within ten (10) days of receipt of the billing for such Basic Operating Costs from Landlord. The term “Proportionate Share” means a fraction, the numerator of which is the square footage of the Leased Premises and the denominator of which is the total square footage of the Building, or the percentage identified in Exhibit B for utility costs. As of the date of this Lease, the Proportionate Share is 19.5%.

If any Gross Rent is not paid within ten (10) days of the due date, Tenant shall pay a late penalty of Five Hundred and No/100 Dollars (\$500.00).

(c) Base Rent. The annual Base Rent for the Leased Premises shall be:

Months	Sq. Ft.	Annual Net Rent Per Sq. Ft.	Total Net Rent Per Period	Monthly Net Rent
1 to 3	5,388	\$0.00	\$0.00	\$0.00
4 to 6	5,388	\$5.94	\$8,000.00	\$2,666.67
7 to 9	6,362	\$6.29	\$10,000.00	\$3,333.33
10 to 12	7,287	\$7.68	\$14,000.00	\$4,666.67
13 to 24	8,327	\$7.92	\$70,040.00	\$5,836.67
25 to 36	8,327	\$8.15	\$72,141.20	\$6,011.77
37 to 48	8,327	\$8.40	\$74,305.44	\$6,192.12
49 to 60	8,327	\$8.65	\$76,534.60	\$6,377.88

(d) Basic Operating Costs. In addition to the foregoing Base Rent and amounts paid directly by Tenant, Tenant shall also reimburse Landlord for Tenant's Proportionate Share of the Basic Operating Costs as illustrated in Exhibit B. Landlord will provide Tenant billings for Tenant's Proportionate Share of Basic Operating Cost incurred by Landlord in the previous month or months. Tenant shall reimburse Landlord Tenant's Proportionate Share of the Basic Operating Costs within ten (10) days of receipt of the billings from Landlord. Landlord reserves the right to bill Tenant the cost of repair or replacement of any damage or injury resulting from Tenant's act or omission as set forth in Article 6(d), as such costs are incurred by Landlord.

(e) Property Taxes. The parties agree and understand the Building is normally exempt from the payment of property taxes. However, Landlord makes no warranties or representations as to whether the Lease Premises are subject to property taxation because of the Lease, and Landlord has no obligation to take any action to seek exemption from property taxes for the Lease Premises. In the event any real estate taxes are assessed or charged by any government authority on or against the Leased Premises, tenant shall pay such property taxes as additional rent. Tenant shall also pay a Proportionate Share (as defined in paragraph (b) of this Section) of annual installments of special assessments now levied or hereafter pending or levied during the term of any Renewal Term of this Lease. Any real estate taxes payable in the year of termination of this Lease shall be paid in full for that entire year; but any installment of assessments as are assessed herein that are due and payable in the year of termination of this Lease shall be paid by Tenant for that portion of the Lease Year Tenant occupies the Leased Premises. Tenant shall have the right, in its or Landlord's name, or both, but at its own cost and expense to contest the validity of any taxes or assessments, by appropriate proceedings timely instituted, provided Tenant shall give Landlord written notice of its intention to do so, diligently prosecute any such contest, at any time, effectively stay or prevent any official or judicial sale of the Leased Premises under execution or otherwise satisfy any final judgment enforcing any tax or assessment so contested, and promptly procures record satisfaction thereof. Landlord shall, upon request of Tenant, cooperate fully with Tenant in any such proceedings, provided, however, Landlord shall not be liable for any expense in connection therewith and that Tenant shall indemnify Landlord against the same and all losses that may result therefrom.

(f) Other Amounts Payable Directly by Tenant. It is the intention of the parties that Tenant shall be responsible for all costs associated with the operation of the Leased Premises as set forth herein. In addition to the costs payable by Tenant as set forth above, Tenant shall be responsible for paying the following:

- (1) Telecommunications. Tenant shall pay directly to the provider all costs and expenses of telephone and telecommunication services and all other services, Tenant contracts for in its own name.
- (2) Insurance Expense. Tenant shall pay all costs of obtaining and carrying the insurance for which Tenant is obligated to maintain pursuant to Article 8.

(3) Cleaning Expense. Tenant shall pay all costs of regularly cleaning the Leased Premises.

ARTICLE 5. Alterations.

Tenant shall not, without the prior written consent of Landlord, make alterations, improvements or additions to the Leased Premises (“**Tenant Alterations**”). Any Tenant Alteration approved by Landlord shall be conditioned upon the following : (i) that Tenant furnishes Landlord a copy of the plans and specifications for the improvements; (ii) such alterations, improvements or additions are made in accordance with the required local ordinances and public authorities having jurisdiction thereof; (iii) that the value of the property shall not be diminished thereby; (iv) that the Tenant shall bear the cost of the same; and (v) that Tenant shall not allow mechanic’s liens to exist. Any and all such alterations, physical additions or improvements, when made to the Leased Premises by Tenant, shall remain the property of the Tenant so long as this Lease is in force and effect, but shall be surrendered to the Landlord upon the termination of this Lease Agreement by lapse of time or otherwise; provided, however, that this clause shall not apply to equipment, furniture, or trade fixtures installed by Tenant. Provided further, upon termination, that Landlord, in Landlord’s sole discretion, may, if Landlord notifies Tenant in writing at the time of approval of Tenant’s Alterations, require Tenant to remove any Tenant Alterations and restore the Leased Premises to the condition of the Leased Premises at the commencement of the Lease Term of this Lease under Article 3, and pay all costs and expenses and reimburse Landlord for any damages caused by the installation or removal of any of Tenant Alterations. Any and all equipment, furniture, or trade fixtures installed by Tenant shall be and remain the property of the Tenant, and the Tenant may at any time remove any and all equipment, furniture, and trade fixtures installed by it on the Leased Premises, provided Tenant pays all costs and expenses of such removal, Tenant reimburses Landlord for any damages caused by the installation or removal of any of Tenant’s equipment and restores the Leased Premises to the condition it was in prior to Tenant’s installation of such equipment, furniture and trade fixtures.

ARTICLE 6. Obligations of Landlord.

Landlord covenants and agrees with Tenant:

(a) Landlord shall keep the structural parts of the Building (*e.g.*, foundation, load-bearing walls, exterior walls , subfloor and roof, and building mechanical systems, fire sprinkler system, fire safety system , heating and cooling systems, including the boiler, in working order.

Landlord shall keep and maintain the Building and make necessary repairs and replacements to keep the Building in its current or better condition and to keep the Leased Premises in tenantable condition, subject to normal wear and tear.

(b) Subject to Article 4(f) above, Landlord shall provide the following utilities to the Leased Premises: electricity, water, sewer, heat and gas. Landlord is not liable to Tenant for any interruption in utility services, unless caused by Landlord’s negligence or intentional acts.

(c) Landlord shall remove snow in areas, common or otherwise, serving the Leased Premises. Snow from walkways, steps and/or doorway areas is to be removed on weekdays.

(d) Landlord shall repair or replace any damage or injury to the Leased Premises, Building or sidewalks and parking areas serving Landlord's property caused by any act or omission of Tenant, its children, students, agents, employees or invitees. Such repair or replacement shall be at Tenant's sole cost and expense.

(e) Landlord shall furnish Tenant with keys, at Tenant's sole expense, for any exterior door entering the Leased Premises. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Leased Premises without advance permission of Landlord and without providing Landlord with duplicate keys. Upon termination of this Lease, Tenant shall surrender to Landlord all keys to the Leased Premises.

ARTICLE 7. Obligations of Tenant.

Tenant covenants and agrees with Landlord:

(a) Tenant, at its own cost and expense, shall make all repairs and replacements to any alterations, improvements and fixtures owned by Tenant.

(b) Tenant shall obtain all necessary permits and licensing for any Tenant Alterations, if any, pursuant to Article 5 and for the operation of its childcare center.

(c) Tenant shall comply with all lawful government rules, regulations, ordinances, statutes and laws now or hereafter in effect pertaining to the Tenant's use hereof. Tenant shall be responsible, at Tenant's sole expense, for any structural or nonstructural alteration, addition, or change to the Leased Premises required to comply with laws, regulations, ordinances, or orders of any public agencies, whether now existing or hereafter promulgated, where such alterations, additions, or changes are required by reason of: Tenant's or Tenant's agents' acts; Tenant's use or change of use of the Leased Premises; Tenant's Alterations; Tenant's application for any permit or governmental approval. Tenant further agrees to comply with all the rules and regulations of the National Fire Protective Association, and any similar bodies relating to Tenant's use, and will not do, suffer, make to be done in, upon, or about the Leased Premises any act which might increase any insurance rate with respect to the Leased Premises in excess of the insurance rate existing as of the commencement date.

(d) Tenant shall give Landlord access to the Leased Premises, upon twenty-four (24) hours advance notice from Landlord, during Tenant's "Normal Business Hours," without charge or diminution of rent, to enable Landlord to examine the same, to show the same to prospective tenants and to make such repairs, additions and alterations, as Landlord may deem advisable. For purposes of this Lease, the term "normal business hours" means Monday through Friday 5:00 A.M. to 8:00 P.M.

(e) Subject to Landlord's obligations set forth in Article 6, Tenant shall keep the Leased Premises in good order and condition, and shall commit no waste upon the Leased Premises.

(f) Tenant shall not permit any waste or refuse to be stored on the Leased Premises except in dumpsters or waste removal containers for a reasonable period of time pending removal to a disposal site.

(g) Tenant shall, upon expiration or termination of this Lease in any manner whatsoever, remove Tenant's goods and effects and those of any other person claiming a right of possession through or under Tenant, and quit and deliver up the Leased Premises to Landlord peaceably and quietly in as good order and condition as the same existed upon Tenant's occupancy of the Leased Premises, reasonable use and wear thereof and repairs which are Landlord's obligation excepted. Goods and effects not removed by Tenant at the expiration or termination of this Lease, however terminated, shall be considered abandoned, and Landlord may dispose of the same, as it deems expedient, at Tenant's expense.

(h) Tenant shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, or suffer any other person (employees, agents, and invitees of Tenant excepted) to occupy or use the Leased Premises or any portion thereof, without the prior written consent of Landlord. Consent by Landlord to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting, without such consent shall be void, and shall, at the option of Landlord, constitute a default under this Lease.

(i) Tenant shall not overload, damage or deface the Leased Premises or do any act which may exceed the capacities of the floors, equipment or systems of the Leased Premises or the Building or make void or voidable any insurance on the Leased Premises or the Building or which may render an increased or extra premium payable for insurance.

(j) Tenant shall keep the Leased Premises and the Building free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Tenant will indemnify Landlord for anything arising out of Tenant's work on the property including attorney's fees and costs. This indemnification shall survive the termination and cancellation of this Lease.

(k) Failure of Landlord to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein, shall not be a waiver or relinquishment of such for the future. The receipt by Landlord of rents with knowledge of Tenant's breach in any of the terms, covenants or conditions of this Lease shall not be deemed to have waived any provision of this Lease unless in writing signed by Landlord.

(l) If any default in this Lease of Tenant can be cured by the expenditure of money, Landlord may, but without obligation, and without limiting any other remedies which it may have be reason of such default, cure the default after thirty (30) days written notice to Tenant, charge the cost to Tenant and Tenant shall pay the same forthwith. Any amounts paid by Landlord to cure default of Tenant shall, for purposes of Landlord's remedies, be construed as additional rent due.

(m) Tenant shall promptly pay to the Landlord Tenant's Proportionate Share of the Basic Operating Costs pursuant to Exhibit B.

ARTICLE 8. Insurance.

(a) Tenant shall purchase, in advance, and shall maintain with insurers of recognized responsibility licensed to do business in the State of Minnesota:

(1) Liability insurance covering all acts of Tenant, its employees, agents, representatives and guests within the Leased Premises in a single limit amount of not less than \$2,000,000.00.

(2) Property damage liability insurance covering leasehold improvements installed by Tenant, Tenant's fixtures and equipment.

(b) The amount of liability insurance may be adjusted by Landlord upon sixty (60) days written notice, to reasonably reflect the current standards of the underwriting and insurance industry relative to Minnesota childcare centers.

(c) All such insurance maintained by Tenant shall, with respect to liability but not with respect to property damage, name Landlord as an additional insured, and shall require the insurer to endeavor to provide not less than thirty (30) days written notice of cancellation to Landlord and Tenant by the insurer. Certificates of all such insurance shall be delivered to Landlord prior to occupancy of the Leased Premises by Tenant and at least thirty (30) days prior to the termination date of any existing policy.

ARTICLE 9. Casualty Loss.

In the event of any damage or destruction to the Leased Premises by fire or other cause during the term hereof, the following provisions shall apply:

(a) If the Leased Premises are damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed thirty percent (30%) of the replacement value of the Building (exclusive of foundations) just prior to the occurrence of the damage, then Landlord may, no later than the sixtieth (60th) day following the damage, give written notice of election to terminate the Lease.

(b) If the cost of restoration as reasonably estimated by Landlord shall amount to less than thirty percent (30%) of said replacement value of the Building, or if, despite the cost, Landlord does not elect to terminate this Lease, Landlord shall, at Landlord's sole cost and expense, regardless of the receipt by Landlord of insurance proceeds, restore the Building and the Leased Premises within 180 days of such damage or destruction, subject to delays beyond Landlord's control, and Tenant shall have no right to terminate this Lease except as herein provided. Landlord has no obligation to restore under this paragraph if damage to the Building does not affect the Leased Premises, and the Leased Premises remain in full working order (including heat and water services). Landlord shall not be responsible for restoring or repairing leasehold improvements of the Tenant. During the period that the Leased Premises is untenable, in whole or in part, as a result of a casualty loss, Rent shall abate in whole, or, if Tenant is able to occupy a portion of the Leased Premises without unreasonable business interruption, in part. Any partial abatement of Rent shall be based upon the amount of square footage occupied by Tenant, at any given time during the period of casualty loss,

as to the entire square footage of the Leased Premises. The period of abatement shall be from the date of the casualty loss to the date the entire amount of square footage occupied by Tenant becomes tenantable.

(c) In the event of the election to terminate, this Lease shall be deemed to terminate on the date of the receipt of the notice of election and all Rent shall be paid up to the date of casualty. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

(d) In the event this Lease is not terminated in accordance with Article 9, paragraph (a), above, all insurance proceeds (except for Tenant's insurance covering Tenant's leasehold improvements, personal property and trade fixtures and business continuation coverage) shall be assigned to Landlord to cover the cost of repair or to compensate Landlord for its loss.

ARTICLE 10. Signs.

Tenant must receive Landlord's permission for the design, location and wording for the erection of any exterior signage and the Tenant shall be solely responsible for the maintenance of any signage approved and installed. All signs must comply with any and all governmental regulations. The foregoing restriction does not apply to materials or signs placed on interior walls within the Leased Premises that (a) are used to designate rooms and or office locations, or (b) relate to the educational function of Tenant's childcare center operation, or to temporary banners or placards used by Tenant in connection with special childcare center activities. Tenant is responsible for all costs associated with manufacture, installation and removal of all signage related to their childcare center. Removal includes all necessary repairs to building walls and infrastructure so as to have as minimal structural and aesthetic impact as possible.

ARTICLE 11. Security.

Tenant is solely responsible for the security and safety of its faculty, children, students, guests and invitees. Tenant may make alterations to the Leased Premises as it may from time to time require for security and safety purposes, provided that Tenant is solely responsible for all costs thereof and such alterations are completed in accordance with Article 5 including the receipt of Landlord's prior written consent. Any alterations made or policies instituted herein by Tenant shall not unreasonably interfere with Landlord's reserved uses of the Leased Premises (including common areas).

ARTICLE 12. Liability/Indemnification.

Tenant agrees that Landlord and its officers and employees shall not be liable to Tenant for any damage to or loss of personal property in the Leased Premises unless such damage or loss is the result of the Landlord's breach of this Lease or the negligence, gross negligence or willful misconduct of Landlord or its officers, agent, employees, contractors or subcontractors. Notwithstanding anything to the contrary, the Tenant accepts the Leased Premises "as is", with all faults and the failure of the Leased Premises to currently comply with any safety, building or fire code, including, but limited to, the Americans with Disabilities Act shall not constitute negligence or willful misconduct of Landlord or its officers, agents, employees, contractors or subcontractors.

Tenant also agrees that Landlord shall not be liable to Tenant, those claiming through or under Tenant, or any third party, for any injury, death or property damage occurring in, on or about the

Leased Premises, parking areas, surrounding grounds or areas providing access to the Leased Premises, parking areas or surrounding grounds; and Tenant shall indemnify Landlord against, and hold Landlord harmless from liability, claims, demands, damages, attorney fees, court costs and disbursements (including attorney fees, court costs and disbursements resulting from enforcement of this indemnity) thereof, arising out of any injury, death or property damage occurring in, on or about the Leased Premises, parking areas, surrounding grounds, or areas providing access to the parking areas, the Leased Premises or surrounding grounds, except to the extent caused by the negligence, gross negligence or willful misconduct of Landlord or its officers, agents, employees, contractors or subcontractors.

ARTICLE 13. Default.

(a) Landlord Default. If Landlord should be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than thirty (30) days after receipt of written notice from Tenant specifying such default (or such shorter period of time as reasonably required by an emergency or otherwise set forth in this Lease), or if such default is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the default within such thirty (30) day period and has not diligently pursued such efforts to a complete cure), Tenant may after second 10 day written notice incur any reasonable and necessary expense to perform the obligation of Landlord specified in such notice to Landlord and Landlord shall reimburse Tenant for such expenses on demand.

(b) Tenant Default. If default shall be made in the payment of any sum to be paid by Tenant under this Lease Agreement, and such default shall continue ten (10) days after written notice from Landlord to Tenant of such default, or default shall be made in the performance of any of the other non-monetary covenants or conditions which Tenant is required to observe and to perform, and such default shall continue for thirty (30) days after written notice from Landlord to Tenant of such default, or if such default is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Tenant has not undertaken procedures to cure the default within such thirty (30) day period and has not diligently pursued such efforts to a complete cure), or if the interest of Tenant under this Lease Agreement shall be levied on under execution or other legal process, or if any petition shall be filed by or against Tenant to declare Tenant as bankrupt or to delay, reduce or modify Tenant's debts or obligations, or if any petition shall be filed or other action taken to reorganize or modify Tenant's capital structure if Tenant is a corporation or other entity, or if Tenant be declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease Agreement (provided that no such levy, execution, legal process or petition filed against Tenant shall constitute a breach of this Lease Agreement if Tenant shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within sixty (60) days from the date of its creation, service or filing), and thereupon, at Landlord's option, Landlord may have any one or more of the following described remedies in addition to any other rights and remedies provided at law or in equity:

(1) Landlord may terminate this Lease Agreement and forthwith repossess the Leased Premises and remove all persons or property therefrom using appropriate legal process, and be entitled to recover forthwith as damages a sum of money equal to the total of (i) the cost

of recovering the Leased Premises including reasonable attorney fees, (ii) the unpaid rent owed at the time of termination, plus interest thereon from due date at the lesser of (a) the maximum rate permitted by applicable law or (b) 10%, (iii) the balance of the rent for the remainder of the Term less the Rent the Landlord can reasonably expect to recover by rental of the Leased Premises for said period reduced to present value at a rate of 5%, and (iv) any other sum of money and damages owed by Tenant to Landlord; or

(2) Landlord may terminate Tenant's right of possession (but not the Lease Agreement) and may repossess the Leased Premises using appropriate legal process and without terminating this Lease Agreement, in which event Landlord may, but shall be under no obligation to do so, relet the same for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting Landlord is authorized to make any reasonable repairs to the Leased Premises that may be reasonably necessary for purposes of reletting; and (i) if Landlord shall fail or refuse to relet the Leased Premises, or (ii) if the same are relet and a sufficient sum shall not be realized from such reletting after paying the unpaid Gross Rental due hereunder earned but unpaid at the time of reletting plus interest thereon at the lesser of (a) the maximum rate permitted by applicable law or (b) 10%, plus the cost of recovering possession including reasonable attorney fees, and all of the costs and expenses of such repairs and the expense of such reletting and of the collection provided for in this Lease Agreement to be paid; then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease Agreement for such period or periods, or if the Leased Premises have been relet, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Article 13, paragraph (b)(2) from time to time on one or more occasions without Landlord being obligated to wait until expiration of the term of this Lease Agreement. Such reletting shall not be construed as an election on the part of Landlord to terminate this Lease Agreement unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease Agreement for such previous breach.

ARTICLE 14. Holding Over.

Should Tenant continue to occupy the Leased Premises after termination of its right to occupy the Leased Premises by lapse of time or otherwise, the monthly rent in such month-to-month tenancy shall be two hundred percent (200%) times the amount of the monthly rent payable during the preceding year of the Lease Term.

ARTICLE 15. Assignment/Attornment and Novation.

(a) Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder in the Leased Premises and the property referred to herein upon the condition that in such event this Lease shall remain in full force and effect, subject to the performance by Tenant of all of the terms, covenants, and conditions on its part to be performed, and upon the further condition that such assignee or transferee, agrees to be bound to perform all the terms, covenants, and conditions pursuant to this Lease. Upon any such assignment, or transfer, or if the Leased Premises comes into custody or possession of a mortgagee or any other party whether because of mortgage foreclosure, or otherwise, subject to the rights of Tenant under this Lease,

Tenant shall attorn to such assignee or other party and recognize such party as Landlord hereunder. Tenant shall execute, on demand, any reasonable attornment agreement required by any such party to be executed, containing such provisions and such other provisions as such party may require to the extent the same are consistent with this Lease. If Landlord, or any subsequent owner, sells the Leased Premises, its liability for the performance of its agreements in this Lease (excepting indemnifications obligations that survive the termination of this Lease) will end on the date of the sale of the Premises, and Tenant will look solely to the purchaser for the performance of those agreements. For the purposes of this Article, any holder of a mortgage or deed of trust that affects the Leased Premises at any time, and any landlord in any lease to which this Lease is subordinate at any time, will be a subsequent owner of the Leased Premises when it succeeds the interest of the Landlord or any subsequent owner of the Leased Premises.

(b) Without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion, Tenant shall not have the right to transfer, assign sublet or mortgage its leasehold interest, in whole or in part, its rights and obligations in the Leased Premises and the property referred to herein. If Landlord does consent in writing to such a transfer, assignment or sublease, it shall be on the condition that this Lease shall remain in full force and effect, subject to the performance of all terms, covenants and conditions and upon further condition that such assignee or transferee agrees to be bound to perform all the terms, covenants and conditions pursuant to this Lease. The use limitations set forth in Article 2 of this lease shall apply to any assignee, subtenant or transferee as well as to Tenant. Regardless of Landlord's consent, no subletting or assignment shall release Tenant of Tenant's obligation to pay the Rent and perform all other obligations to be performed by Tenant hereunder for the term of this Lease. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver of Landlord of any provision hereof or any right hereunder. Without the consent of the Landlord, any sublessee or assignee does not receive any interest in the Lease by virtue of a transfer from Tenant.

ARTICLE 16. Hazardous Substances.

(a) Tenant shall not store or use on the Leased Premises any toxic or hazardous substance including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls and any hazardous substance as defined in the Comprehensive and Environmental Response Compensation and Liability Act of 1980 ("**CERCLA**"), 42 U.S.C. §9601-9657, as amended ("**Hazardous Substances**"). Notwithstanding the foregoing, Tenant may lawfully use and store such substances traditionally used in the curriculum of Tenant, provided such use and storage is in compliance with all laws, regulations and ordinances governing such use, storage and disposal. Tenant will be responsible for following precautions of other reasonable educators relating to the use of such materials including obtaining increased insurance coverage and safety training of its staff. If Tenant does store or use any Hazardous Substances as allowed herein, Tenant must provide 15 days prior written notice to Landlord of the types and amounts of such substances expected to be in use in the Leased Premises. Tenant shall not conduct any activity which would cause the Leased Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of or otherwise bring the Leased Premises within the ambit of the Resource Conservation Recovery Act of 1976 ("**RCRA**"), 42 U.S.C. §6901 *et. seq.*, as amended, or a similar state law or local ordinance or any other environmental law. Tenant shall not discharge into the air or into any water source or system any emissions which would require a permit under

the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et. seq.*, or the Clean Air Act, 42 U.S.C. §7401 *et. seq.* or any similar state law or local ordinance or any other environmental law.

(b) Tenant represents and warrants that any use or storage of Hazardous Substances at the Leased Premises by Tenant or Tenant's Parties (defined below) will be in full compliance with applicable law, and any disposal of such waste or of pollutants or contaminants shall be in full compliance with applicable law and at Tenant's expense.

(c) Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord and at Tenant's sole cost), and hold Landlord and Landlord's affiliates, directors, officers, employees, and agents, and any assignees or successors to Landlord's interest in the Leased Premises, their directors, officers, employees, and agents, free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements, or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Landlord or any of them in connection with or arising from or out of:

- (1) any Hazardous Substance on, in, under, or affecting all or any portion of the Leased Premises that was used, generated, stored, released, or disposed on, under or in the Leased Premises by Tenant or Tenant's employees, agents, contractors, directors, officers, children, students, guests, contractors or invitees (each a "**Tenant Party**" and collectively, "**Tenant's Parties**");
- (2) any misrepresentation by Tenant, or breach by Tenant of any warranty, covenant, or agreement contained or referred to in this Article;
- (3) any violation or claim of violation by Tenant of any Environmental Law; or
- (4) the imposition of any lien for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Substance by any Tenant Party.

This indemnification is the personal obligation of Tenant and will survive termination of this Lease. Except as provided herein, Tenant, its successors, and assigns waive, release, and agree not to make any claim or bring any cost recovery action against Landlord under CERCLA, as that term is defined in subparagraph (b), or any state equivalent or any similar law now existing or enacted after this date. To the extent that Landlord is strictly liable under any such law, regulation, ordinance, or requirement, Tenant's obligation to Landlord under this indemnity will likewise be without regard to fault on the part of Tenant with respect to the violation or condition that results in liability to Landlord. Tenant will immediately notify landlord about Hazardous Substances it learns are placed, located or spilled on the Leased Premises.

ARTICLE 17. Covenant of Quiet Enjoyment.

(a) Subject to Landlord's right of entry pursuant to this Lease Agreement, Landlord covenants that, as of the date of the execution of this Lease Agreement, Landlord shall take all necessary steps

to ensure that Tenant has and enjoys exclusive quiet enjoyment of the use and occupancy of the Leased Premises during Tenant's Normal Business Hours, and that no ground lease, mortgage, lease or encumbrance affecting the Leased Premises is in default and that no person, corporation, partnership or other entity has a right to foreclose upon or otherwise succeed to all or any part of the title of Landlord to the Leased Premises.

(b) Landlord covenants and agrees that it has full right and power to execute and perform this Lease Agreement and to grant the estate demised herein; and that Tenant, on paying Rent herein reserved and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the Leased Premises and all appurtenances during the full term of this Lease Agreement and any extension or renewal thereof, subject to the joint usage of Landlord as agreed herein.

(c) Landlord has marketable title to the entire Leased Premises, has the full right to enter into this Agreement and perform hereunder and has not entered into any other option or other commitment to sell, lease or encumber all or any part of the Leased Premises.

(d) The Leased Premises are connected to city water, sanitary sewer, gas, electricity and other utility services.

ARTICLE 18. Corporate Authority.

The person executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing non-profit corporation and is qualified to do business in the State of Minnesota and that the corporation has full right and authority to enter into this Lease and that each and every person signing on behalf of the corporation is authorized to do so.

ARTICLE 19. Notice.

All notices or requests under this Lease shall be in writing and given by certified mail or personal delivery. Notice to Landlord shall be addressed to the person and to the address at which rent has last been paid or any subsequent address with Landlord may designate from time to time in writing. Notice to Tenant shall be addressed to the address of the Leased Premises or to any subsequent address, which Tenant may designate to Landlord from time to time in writing. Properly addressed notices or letters sent by certified mail shall be deemed given and served two (2) business days after they have been deposited with the US Postal Service or any common carrier services or other reasonable entity that provides a signed receipt of delivery. Personal service shall be deemed complete upon delivery.

ARTICLE 20. Waiver.

No waiver of a breach of any covenants in this Lease shall be construed to be a waiver of any succeeding breach of such covenant. Any partial payment by Tenant of rent in arrears which is accepted by Landlord prior to an issuance of an order granting restitution or possession of the Leased Premises may be applied to the balance due from Tenant under this Lease Agreement, and shall not constitute a waiver of Landlord's action to recover possession of the Leased Premises for nonpayment of rent.

ARTICLE 21. Amendment Or Modifications.

No modification, release, discharge, amendment or waiver of any provisions hereof shall be of any force, effect or value, unless in writing signed by the Landlord, Tenant and Lender or their duly authorized agents or attorneys.

ARTICLE 22. Complete Agreement.

There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, agreements and understandings between Landlord and Tenant with respect to the subject matter of this Lease or the Leased Premises.

ARTICLE 23. Force Majeure.

In the event that the Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, restrictive government laws or regulations, riots, insurrections; the action, failure to act, or default of the other party; war or other reason beyond their control, then performance of such act shall be excused for the period of the delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. This paragraph shall not apply to the non-payment of rent unless such non-payment is caused by the act, failure to act, or default of Landlord.

ARTICLE 24. Miscellaneous.

- (a) The specific remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means in regard to which they may be lawfully entitled in case of any breach or threatened breach by any of them of any provisions of this Lease Agreement.
- (b) Except as otherwise provided herein, the covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant and its successors and assigns.
- (c) Each covenant, agreement or stipulation by a party hereto shall be performed at such party's own cost and expense, and without cost or expense to the other party.
- (d) If any term or provision of this Lease Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- (e) The heading or captions of Article or paragraphs in this Lease Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease Agreement or the provisions of such Article or paragraph.
- (f) Interpretation of this Lease Agreement shall be governed by the laws of the State of Minnesota.

(g) This Lease Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, binding on all parties, even though all parties are not signatory to the same counterpart. Facsimile signatures transmitted via the internet or facsimile may be used in place of original signatures for this Agreement and related documents.

ARTICLE 25. Security Deposit and Security Interest

Tenant shall provide a security deposit in the amount of \$2,500.00 to be paid to Landlord on lease execution. The deposit shall be held by Landlord as security for the faithful and timely performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant hereunder. Said security deposit shall not be considered an advance payment of any amount to be paid hereunder or a measure of Landlord's damages in case of default by Tenant. If Tenant defaults with respect to any provision relating to any payment by Tenant, the Landlord may (but shall not be required) use, apply or retain all or any part of this security deposit for the payment of any such sum in default, or for the payment of any amount which the Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate the Landlord for what it may spend or become obligated to spend by reason of Tenant's default under this Lease. Tenant shall receive no interest on said security deposit and the Landlord may commingle the same with other monies of the Landlord. If Tenant shall have substantially and faithfully complied with the provisions of this Lease, the security deposit shall be returned to Tenant sixty (60) days after termination of this Lease and vacation by Tenant of the Leased Premises.

As additional security and inducement to Landlord to enter into this Lease, Tenant, in order to secure the payment of the amounts due to Landlord under this Lease, including all amendments, extensions, renewals and replacements thereof, now or at any time owed to Landlord, including but not limited to all payment of Gross Rent, Basic Operating Costs, and all other charges, fees, expenses and amounts, whether now existing or hereafter arising, direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several (the "Obligations"), hereby grants to Landlord a lien and security interest in Tenant's Property to secure the performance of Tenant's obligations under this Agreement. For this Lease Tenant's Property will include furnishings, trade fixtures, equipment, machinery, or other property placed upon the Leased Premises. Tenant agrees to execute a financing statement evidencing such lien and security interest. Upon Tenant's default of any obligation stated in this Agreement, Landlord, as secured party, shall be entitled to all of the rights and remedies of a secured party under the Minnesota Uniform Commercial Code.

ARTICLE 26. Brokerage Commissions.

With the exception of Kevin Peck of KW Commercial, Landlord's agent, and Jeffery Wilwerding of KW Commercial, Tenant's Broker, each of the parties represents and warrants that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liabilities, arising from any such claim including, without limitation, reasonable attorney's fees. Landlord agrees to pay a commission to KW Commercial consistent with the listing agreement executed by the Landlord and KW Commercial.

Millennium Associates Plus LLC ("KW Commercial Midwest") has an exclusive contract with The City of Lino Lakes ("Landlord") for the leasing of the Building. Kevin Peck ("Listing Agent") is the Listing Agent acting on behalf of the Landlord for the leasing of the Building. KW Commercial Midwest has also been engaged by New Creations Child Care Center ("Tenant") to act as its exclusive leasing agent in seeking and negotiating lease arrangements for premises in the metro area, including the Building. Jeffery Wilwerding ("Tenant's Agent") is representing Tenant in connection with its search for such premises.

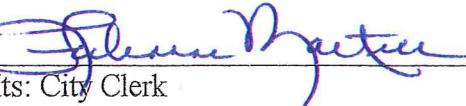
Since Listing Agent and Tenant's Agent both work for KW Commercial Midwest, a dual agency exists. This means that KW Commercial Midwest and all its agents owe a fiduciary duty to both Landlord and Tenant. Because Landlord and Tenant may have conflicting interests, KW Commercial Midwest and its agents (including Landlord's Agent and Tenant's Agent) are prohibited from advocating exclusively for either party without those parties' consent. Therefore, KW Commercial Midwest cannot represent both Landlord and Tenant with respect to the Building unless both Landlord and Tenant agree to this dual agency. With this Lease, each of Tenant and Landlord ratify and confirm the oral consents previously given regarding the dual agency arrangement as discussed herein.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Lease Agreement, to be effective the date set forth above.

Landlord:

City of Lino Lakes:

By: 
Its: Mayor

By: 
Its: City Clerk

Tenant:

New Creations Child Care and Learning Center, LLC:

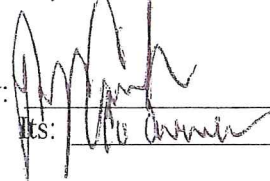
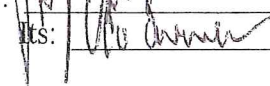
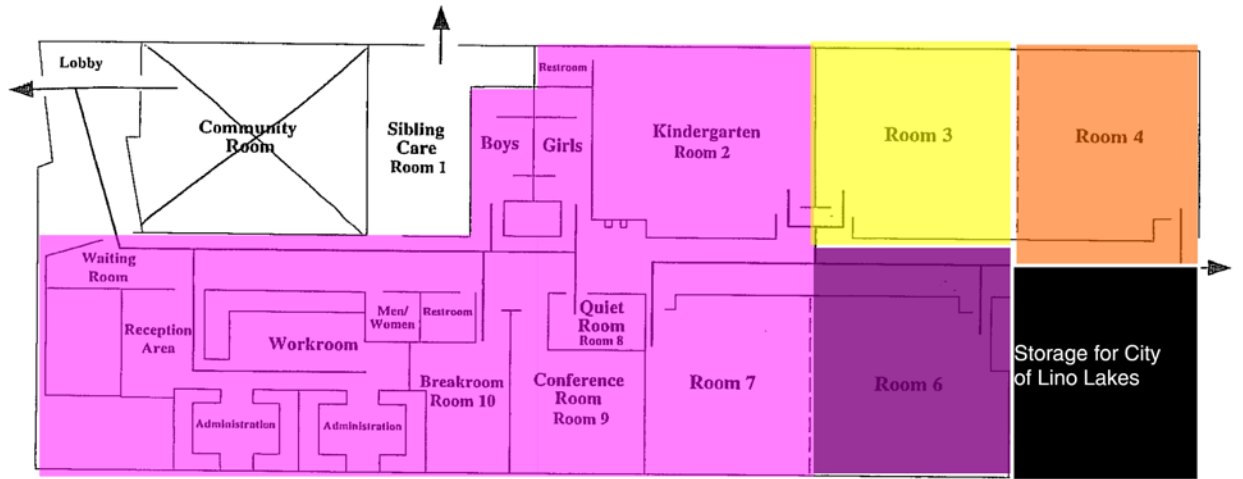
By: 
Its: 

EXHIBIT A

Leased Premises



- = Months 1 - 60 - 5,388 SF
- = Months 7 - 60 - 6,362 SF
- = Months 10 - 60 - 7,287 SF
- = Months 13 - 60 - 8,327 SF



Key
 Primary Exit

Early Childhood Center
 Institute for Environmental Assessment
 Brooklyn Park, MN 55428

EXHIBIT B

Basic Operating Costs

Estimated based on Dec. 2010 thru Nov. 2011

Annual Maintenance Costs: *\$4,964

Included:

Daily systems Checks*: 15 min/day x248 days/year x\$32.48	\$2,014
Air Filters (actual cost; no labor is charged)	\$750
Condenser Unit #4: Spring startup and midseason maintenance	\$600
Clean condenser unit 2x/year	\$100
Repairs (average is \$2,400/year)	\$1,500
Insurance	\$1,408
Check/repair emergency lights 2x/year	\$200
Annual roof inspection and caulking	\$200
Snow plowing and lawn maintenance	\$1,000
Total	\$7,772

*Includes system programming, monitoring, adjustments and troubleshooting

Utility Bills

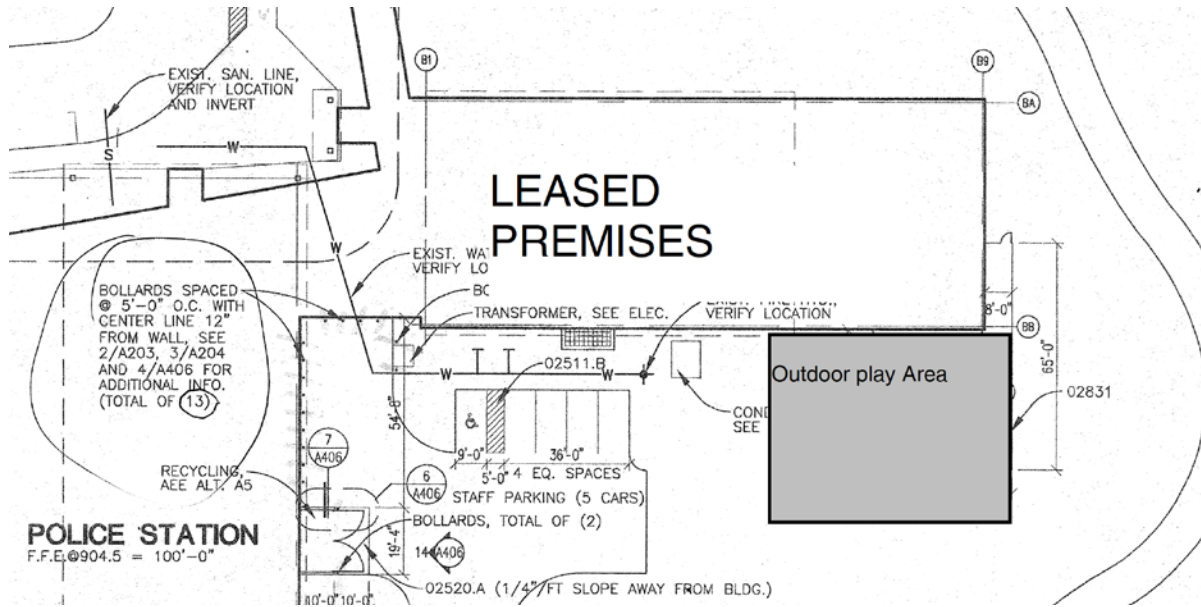
Connexus : 19.5% of total monthly bill	\$6,435
Xcel Energy: 19.5% of total monthly bill	\$12,042
Water & Sewer: 39% of Monthly Bill	\$2,335
Garbage:	\$1,061
Total	\$21,873

Utility and Maintenance

Cost	\$29,645	9,938.00
SF	9,938	
Estimated PSF	\$2.98	

Exhibit C Site Plan

Tenant will have access to the Outdoor Play Area Approx. 40ft X 40ft.



LEASE AMENDMENT #1
DATED: January 15, 2015

WHEREAS, City of Lino Lakes, A Minnesota municipal corporation , ("LANDLORD") and New Creations Child Care and Learning Center, LLC., Limited Liability Company (Domestic) ("TENANT") entered into a Lease Agreement dated July 1, 2014 ("LEASE") for the property located at 620 Town Center Parkway, Lino Lakes, MN 55014 ("PREMISES"); and

WHEREAS, LANDLORD and TENANT agree to amend the LEASE as follows:

1. The Lease is hereby amended by deleting Article 4, subsection (b) and replacing them with the following:

(a) Payment of Gross Rent. Tenant shall pay the annual Base Rent in monthly installments, equal to one-twelfth (1/12th) of the then applicable annual Base Rent. Each monthly installment of Base Rent shall be payable in advance without demand and without any reduction, abatement, counterclaim or offset, to Landlord on or before the first day of each month (or the next succeeding business day in the event the first day of such month is not a business day). Tenant shall pay to the Landlord Tenant's "**Proportionate Share**" of Basic Operating Costs, without any reduction, abatement, counterclaim or offset, within ten (10) days of receipt of the billing for such Basic Operating Costs from Landlord. The term "Proportionate Share" means a fraction, the numerator of which is the square footage of the Leased Premises and the denominator of which is the total square footage of the Building, or the percentage identified in Exhibit B for utility costs. The Proportionate Share is as follows:

Months	Sq. Ft.	Building Sq. Ft.	Tenant's Proportionate Share
1 to 3	5,388	9,938	54.22%
4 to 6	5,388	9,938	54.22%
7 to 9	6,362	9,938	64.02%
10 to 12	7,287	9,938	73.32%
13 to 24	8,327	9,938	83.79%
25 to 36	8,327	9,938	83.79%
37 to 48	8,327	9,938	83.79%
49 to 60	8,327	9,938	83.79%

If any Gross Rent is not paid within ten (10) days of the due date, Tenant shall pay a late penalty of Five Hundred and No/100 Dollars (\$500.00).

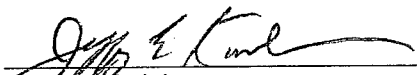
2. Tenant shall not, without the prior written consent of Landlord, make alterations, improvements, or additions to the Leased Premises subject to Article 5, Alterations. On or before May 1, 2015, Tenant will, at Tenant's sole cost, correct any alterations made to the Leased Premises to a standard that meets or exceeds all current building codes and City of Lino Lake standards and requirements.

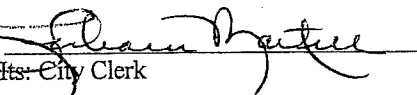
All other terms, conditions and covenants of this LEASE shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Landlord:

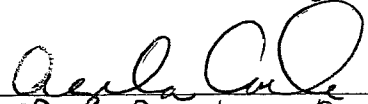
City of Lino Lakes:

By: 
Its: City Administrator

By: 
Its: City Clerk

Tenant:

New Creations Child Care and Learning Center, LLC:

By: 
Its: New Creations Owner

LEASE AMENDMENT #2
DATED: February 1, 2016

WHEREAS, City of Lino Lakes, A Minnesota municipal corporation , ("LANDLORD") and New Creations Child Care and Learning Center, LLC., Limited Liability Company (Domestic) ("TENANT") entered into a Lease Agreement dated July 1, 2014 ("LEASE") for the property located at 620 Town Center Parkway, Lino Lakes, MN 55014 ("PREMISES"); and

WHEREAS, LANDLORD and TENANT agree to amend the LEASE as follows:

1. The Lease is hereby amended by deleting Article 4, subsection (b) and replacing them with the following:

(a) Payment of Gross Rent. Tenant shall pay the annual Base Rent in monthly installments, equal to one-twelfth (1/12th) of the then applicable annual Base Rent. Each monthly installment of Base Rent shall be payable in advance without demand and without any reduction, abatement, counterclaim or offset, to Landlord on or before the first day of each month (or the next succeeding business day in the event the first day of such month is not a business day). Tenant shall pay to the Landlord Tenant's "**Proportionate Share**" of Basic Operating Costs, without any reduction, abatement, counterclaim or offset, within ten (10) days of receipt of the billing for such Basic Operating Costs from Landlord. The term "Proportionate Share" means a fraction, the numerator of which is the square footage of the Leased Premises and the denominator of which is the total square footage of the Building, or the percentage identified in Exhibit B for utility costs. The Proportionate Share is as follows:

Months	Sq. Ft.	Building Sq. Ft.	Tenant's Proportionate Share
1 to 3	5,388	9,938	54.22%
4 to 6	5,388	9,938	54.22%
7 to 9	6,362	9,938	64.02%
10 to 12	7,287	9,938	73.32%
13 to 19	8,327	9,938	83.79%
20 to 24	9,138	9,938	92.00%
25 to 36	9,138	9,938	92.00%
37 to 48	9,138	9,938	92.00%
49 to 60	9,138	9,938	92.00%

If any Gross Rent is not paid within ten (10) days of the due date, Tenant shall pay a late penalty of Five Hundred and No/100 Dollars (\$500.00).

2. Tenant shall not, without the prior written consent of Landlord, make alterations, improvements, or additions to the Leased Premises subject to Article 5, Alterations.

All other terms, conditions and covenants of this LEASE shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Landlord:

City of Lino Lakes:

By: 

Its: City Administrator

By: 

Its: City Clerk

Tenant:

New Creations Child Care and Learning Center, LLC:

By: 

Its: New Creations Owners

LEASE AMENDMENT #3

DATED: July 1, 2019

WHEREAS, City of Lino Lakes, A Minnesota municipal corporation , ("LANDLORD") and New Creations Child Care and Learning Center, LLC., Limited Liability Company (Domestic) ("TENANT") entered into a Lease Agreement dated July 1, 2014 ("LEASE") for the property located at 620 Town Center Parkway, Lino Lakes, MN 55014 ("PREMISES); and

WHEREAS, LANDLORD and TENANT agree to amend the LEASE as follows:

1. The Lease is hereby amended by deleting Article 4, subsection (b) and replacing them with the following:

(a) Payment of Gross Rent. Tenant shall pay the annual Base Rent in monthly installments, equal to one-twelfth (1/12th) of the then applicable annual Base Rent. Each monthly installment of Base Rent shall be payable in advance without demand and without any reduction, abatement, counterclaim or offset, to Landlord on or before the first day of each month (or the next succeeding business day in the event the first day of such month is not a business day). Tenant shall pay to the Landlord Tenant's "**Proportionate Share**" of Basic Operating Costs, without any reduction, abatement, counterclaim or offset, within ten (10) days of receipt of the billing for such Basic Operating Costs from Landlord. The term "Proportionate Share" means a fraction, the numerator of which is the square footage of the Leased Premises and the denominator of which is the total square footage of the Building, or the percentage identified in Exhibit B for utility costs. The Proportionate Share is as follows:

Months	Sq. Ft.	Rent per Sq. Ft.	Annual Rent
1 to 12	9,138	\$8.91	\$81,419.58
13 to 24	9,138	\$9.18	\$83,886.84
25 to 36	9,138	\$9.45	\$86,354.10
37 to 48	9,138	\$9.74	89,004.12
49 to 60	9,138	\$10.03	\$91,654.14
61 to 72	9,138	\$10.33	\$94,395.54
73 to 84	9,138	\$10.64	\$97,228.32
85 to 96	9,138	\$10.96	\$100,152.48
97 to 108	9,138	\$11.29	\$103,168.02
109 to 120	9,138	\$11.63	\$106,274.94

If any Gross Rent is not paid within ten (10) days of the due date, Tenant shall pay a late penalty of Five Hundred and No/100 Dollars (\$500.00).

2. Landlord will have an ongoing option to terminate the Lease with no less than 12 months written notice to Tenant any time after 60 months of this Lease. The Lease can only be terminated by the Landlord if the space will be used by the City of Lino Lakes or another government agency.

3. Tenant shall not, without the prior written consent of Landlord, make alterations, improvements, or additions to the Leased Premises subject to Article 5, Alterations.

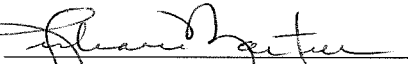
All other terms, conditions, and covenants of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Landlord:

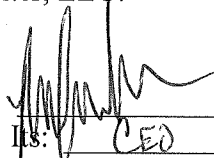
City of Lino Lakes:

By: 
Its: City Administrator

By: 
Its: City Clerk

Tenant:

New Creations Child Care and Learning Center, LLC:

By: 
Its: CEO

**CITY COUNCIL
AGENDA ITEM 3C**

STAFF ORIGINATOR: Meg Sawyer, Human Resources Manager

MEETING DATE: January 25, 2021

TOPIC: COVID-19 Medical and Personal Leave of Absence Policy

VOTE REQUIRED: 3/5

INTRODUCTION

The Council is being asked to consider approval of the newly created COVID-19 Medical and Personal Leave of Absence Policy.

BACKGROUND

The Families First Coronavirus Response Act (FFCRA) expired as of December 31, 2020. The City of Lino Lakes would like to continue to offer COVID sick leave to our employees through March 31, 2021. We feel this is our best option moving forward to keep City Hall, Public Safety and Public Works as safe as possible during this pandemic.

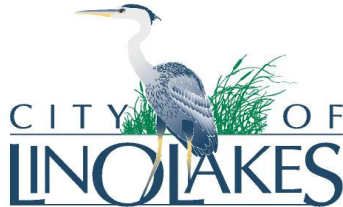
The COVID Sick Leave would allow employees to use up to 80 hours of sick time when they have a COVID related illness.

RECOMMENDATION

Staff is recommending approval of the COVID-19 Medical and Personal Leave of Absence Policy.

ATTACHMENTS

1. COVID-19 Medical and Personal Leave of Absence Policy.



COVID-19 Medical and Personal Leave of Absence Policy

The City of Lino Lakes acknowledges that employees continue to be impacted by the pandemic. The health, safety and wellbeing of all employees is our top priority. Our Pandemic Emergency Response Plan remains in place and employees should continue to implement precautions to minimize the risk of spreading the virus, such as social distancing, wearing face coverings, staying home when sick, and washing hands.

As of January 1, 2021, the City of Lino Lakes will provide 80 hours of COVID Leave credits to employees to use for COVID-19 medical and personal related leave. The credits will expire on March 31, 2021 and cannot be used for other types of leave, PTO, vacation or sick time. Employees who have exhausted these benefits in 2020 will not be eligible for additional benefits in 2021 and must use their sick time or PTO instead. If an employee used 60 hours of COVID Leave in 2020, they would only have 20 hours of COVID Leave left to be used in 2021. Employees should communicate with their supervisor or human resources regarding COVID related absences to discuss the benefits available.

This temporary policy is intended for the COVID-19 pandemic and will work jointly with other applicable policies such as FMLA, Short-Term Disability, workplace accommodations, and any other related policies when overlap exists.

All requests under this policy should be made to the supervising director and Human Resources providing as much detail and notice as possible. This will allow the City of Lino Lakes the necessary time to review the request and identify coverage during an absence. The City may also require confirmation for the leave to verify the nature and length of each leave request. Employees may be allowed to work remote, if appropriate, instead of taking a leave of absence.

Examples of reasons for COVID Leave

- Employee or immediate household/family member experiencing symptoms of COVID-19
- Employee or immediate household/family member confirmed positive for COVID-19
- Employee's children are home due to school or childcare closure

As was allowed under the FFCRA, short-term disability, and other paid leave laws, all leaves of absence and paid time off benefits run concurrently and may not be stacked for more time off than allowed under the most generous leave policy applicable to the employee's situation. Once paid time off leave has been exhausted, the remainder of the leave of absence will be unpaid.

Return to Work

Employees must contact Human Resources prior to the end of their leave to confirm their return to work date and fitness for duty, if applicable. Employees are not to return to work without prior approval from Human Resources.

A request for an extension of a leave of absence may be considered and must be submitted to Human Resources in writing prior to the expiration of the original leave of absence; however, extensions cannot be guaranteed. Unless there are extenuating circumstances, failure to return to work after the expiration of leave may be considered a voluntary resignation.

Tested Positive for COVID-19

Employees who have tested positive for the virus or have been exposed to the virus must follow CDC guidance regarding return from isolation or quarantine, as follows:

Individuals with COVID-19 who have symptoms and were directed to care for themselves at home may discontinue isolation under the following conditions:

- At least one day (24 hours) have passed since recovery, defined as resolution of fever without the use of fever-reducing medications **and**
- Improvement in symptoms (e.g., cough, shortness of breath); **and,**
- At least 10 days have passed since symptoms first appeared.

Individuals with COVID-19 who have not had any symptoms may discontinue isolation when at least 10 days have passed since the date of their first positive COVID-19 diagnostic test and have had no subsequent illness provided they remain asymptomatic.

Individuals exposed to COVID-19 who have not had any symptoms may discontinue quarantine after 14 days from the last close contact exposure to an individual with COVID-19. An individual may discontinue quarantine earlier (either at 10 days or 7 days with a negative test result) only if daily monitoring of symptoms has occurred and the individual has not experienced symptoms.

We will continue to monitor new legislation as it passes and will communicate changes to employees as they are made. Your Human Resource manager remains available to provide resources, answer questions, and support you.

**CITY COUNCIL
AGENDA ITEM 4A**

STAFF ORIGINATOR: Public Safety Director John Swenson

MEETING DATE: January 25, 2021

TOPIC: Prosecution Contract for Services – Geck, Duea & Olson, PPLC

VOTE REQUIRED: 3/5

INTRODUCTION

The law firm of Geck, Duea & Olson has provided prosecution services for the City of Lino Lakes since January 1, 2012. The current contract expired on December 31, 2020.

BACKGROUND

The law firm of Geck, Duea and Olson has provided prosecution services to the City of Lino Lakes since January 1, 2012. The proposed contract establishes a flat monthly fee of \$8,500 per month for 2021 and an increase to \$8,750 for 2022 - 2025 for all current prosecution services. The rate would increase in 2022 but remain the same for the duration of the contract, which would end on December 31, 2025, with no additional annual fee increases.

The proposed monthly fee of \$8,500 translates to an annual cost of \$102,000 for 2021 and at the monthly fee of \$8,750 starting in 2022 translates to \$105,000 per year.

The feedback received from staff and the Anoka County Court personnel has been positive regarding the job performance of the legal staff from Geck, Duea and Olson.

RECOMMENDATION

Staff recommends approval of the prosecution contract renewal with Geck, Duea & Olson, PPLC.

ATTACHMENTS

Contract with Geck, Duea & Olson, PPLC



January 11, 2021

City Manager Sarah Cotton
640 Town Center Parkway
Lino Lakes, MN 55014

Public Safety Director John Swenson
Lino Lakes Police Department
640 Town Center Parkway
Lino Lakes, MN 55014

Re: 2021-2025 Prosecution Contract

City Manager Cotton and Director Swenson:

It has been our pleasure to represent the City of Lino Lakes as your Criminal Prosecutor since January 1, 2012. We are very interested in continuing as the Lino Lakes City Prosecutor. We were previously appointed to a five-year term for fiscal years 2016-2020. We are interested in another five-year agreement for fiscal years 2021-2025.

Robb Olson heads up our prosecution team, and has 25 years of experience in this area. Fellow GDO Partner Heather Monnens and associate attorney Luke McClure assist with municipal prosecution for Lino Lakes. Our office prosecutes all petty misdemeanor, misdemeanor and gross misdemeanor offenses occurring in Lino Lakes, including DWI and domestic assault cases. The balance of the remaining cases consists of assaults or disorderly conduct charges, thefts, code violations, and traffic-related offenses.

We work in close conjunction with the Lino Lakes Police Department reviewing reports for charging and providing general advice about cases. Our office also provides ongoing training for police officers in connection with training conducted at the Police Department. We have regular contact with LLPD personnel to ensure that we are providing quality representation to the Lino Lakes Police Department.

We appear in Anoka County District Court for all arraignments (first appearance), pretrials, court trials (contested traffic tickets), and contested evidentiary hearings, along with other miscellaneous appearances for probation violations, setting of bail, etc. Once a month we have a four-day jury trial calendar for unresolved cases. We also handle in-custody arraignment calendars for defendants that were arrested and are in custody for domestic assault, gross misdemeanor DWIs, and other offenses. We process all legal paperwork and attend hearings regarding forfeiture of motor vehicles by repeat DWI offenders.

MAIN OFFICE & MAILING ADDRESS: 4770 WHITE BEAR PARKWAY · WHITE BEAR LAKE, MN 55110
PLYMOUTH LOCATION: 3020 HARBOR LANE NORTH, #103, PLYMOUTH, MN 55447
TELEPHONE: 651-426-3249 · FACSIMILE: 651-426-9501

WWW.GDOLAW.COM

We received a flat fee of \$8,500 per month for our prosecution work for fiscal years 2016-2020. For the 2021 fiscal year, we will keep the rate at \$8,500 per month since an increase was not included in the budget due to our late submission of a proposal. For the 2022-2025 fiscal years, we propose charging a flat fee of \$8,750 per month for all prosecution services.

We are proposing that the limited time spent by us on forfeiture work would be charged at \$110.00 per hour for attorney time, up from the current \$105.00 per hour. As before, we will advance and obtain additional reimbursement from the City for any out-of-pocket costs, such as filing fees, witness fees, service of process fees, couriers, and appeal costs (with prior approval), although these costs are incurred on a very infrequent basis.

Please feel free to contact me with any questions or comments you may have regarding our ongoing relationship with the City.

Respectfully submitted,

GDO Law



Robb L. Olson
4770 White Bear Parkway, Suite 100
White Bear Lake, MN 55110
651-426-1533

The above proposal is hereby accepted by the City of Lino Lakes. The law firm of GDO Law is appointed as the City Prosecutor for fiscal years 2021-2025.

Date: _____, 2021

Mayor Rob Rafferty

Date: _____, 2021

John Swenson
Public Safety Director

**CITY COUNCIL
AGENDA ITEM 5A**

STAFF ORIGINATOR: Rick DeGardner, Public Services Director

MEETING DATE: January 25, 2021

TOPIC: Oaks of Lino Park Property

- i) Consider 2nd Reading of Ordinance No. 01-21, Vacating Oaks of Lino Park Property

**Council may vote to dispense with the full reading of the ordinance*

**Roll call vote is required for adoption of the ordinance*

- ii) Consider Resolution No. 21-03, Approving Summary Publication of Ordinance No. 01-21

- iii) Consider Resolution No. 21-04, Authorizing the Conveyance of Land (Park, Oaks of Lino) to Adjacent Property Owners

VOTE REQUIRED: 4/5

INTRODUCTION

Staff is requesting City Council consideration of the 2nd reading of Ordinance No. 01-21 Vacating Oaks of Lino Park property.

BACKGROUND

At the August 5, 2020 Park Board meeting, the Board discussed vacating the Oaks of Lino trail corridor located between 992 and 998 Aspen Lane. The parcel is legally described as Park, Oaks of Lino. The Board recommended to the City Council the Park be vacated.

ANALYSIS

The January 11, 2021 Council staff report includes the Park Board staff report and minutes that provide more background and analysis.

Section 12.05 of the City Charter requires that the real property of the City cannot be disposed of except by Ordinance. The Ordinance will require two readings, publication, and a waiting period before it is in effect. The property will be conveyed to the adjacent property owners as detailed in Resolution No. 21-04.

RECOMMENDATION

Staff is recommending approval of the 2nd reading, summary publication and land conveyance.

ATTACHMENTS

1. Ordinance No. 01-21
2. Resolution No. 21-03
3. Resolution No. 21-04

1 st Reading:	Publication:
2 nd Reading:	Effective:

**CITY OF LINO LAKES
ORDINANCE NO. 01-21**

ORDINANCE VACATING OAKS OF LINO PARK PROPERTY

The City Council of Lino Lakes ordains:

Section 1: Findings

1. The City Council of Lino Lakes has determined to vacate the property as shown in Exhibit A and legally described as follows:

Park, Oaks of Lino; and

2. A public hearing was held on January 11, 2021 before the City Council in the City Hall Council Chambers after due published and posted notice had been given and reasonable attempts were made to give personal notice to all affected property owners, and all persons interested were given an opportunity to be heard; and
3. The Park, Oaks of Lino was platted in 1995 and is currently an undeveloped trail corridor. The platting of adjacent Preserve at Lino Lakes in 2013 and Saddle Club in 2015 established a developed trail system in the immediate vicinity and the Park, Oaks of Lino is no longer consistent with the current Parks, Greenway & Trail System Plan and is no longer needed.
4. It appears in the interest of the public to vacate such Park property; and
5. Four-fifths of all members of the City Council concur in this ordinance.

Section 2: Park Vacated

The Park property described herein is hereby vacated.

Section 3: Effect

This ordinance shall be in force and effect from and after 30 days following its passage and publication according to the Lino Lakes City.

Adopted by the Lino Lakes City Council this ____ day of _____, 2021.

The motion for the adoption of the foregoing ordinance was introduced by Council Member _____ and was duly seconded by Council Member _____ and upon vote being taken thereon, the following voted in favor thereof:

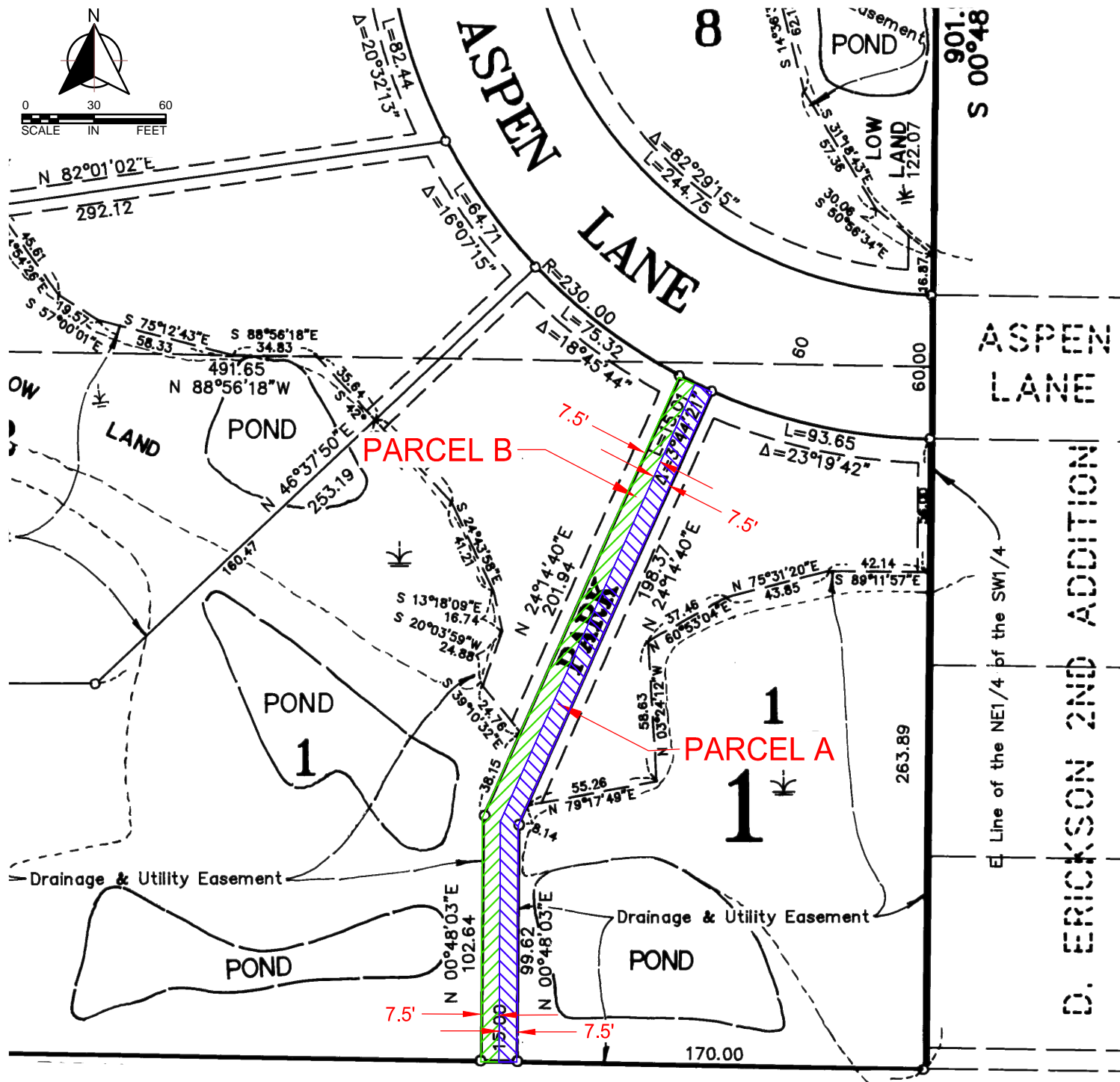
The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

C:\Group Data\Municipal\Clients - Cities - Counties\Lino Lakes\Projects - Misc\Park Turnback.dwg 1/7/2021 11:22:20 AM



PARCEL A

A strip of land ,7.5 feet in width, also being the Easterly one-half of the PARK, dedicated in the plat of OAKS OF LINO, as recorded in the office of the County Recorder, Anoka County, Minnesota.

PARCEL B

A strip of land, 7.5 feet in width, also being the Westerly one-half of the PARK, dedicated in the plat of OAKS OF LINO, as recorded in the office of the County Recorder, Anoka County, Minnesota.



OAKS OF LINO
DEDICATED PARK TURNBACK
CITY OF LINO LAKES

EXHIBIT A



**CITY OF LINO LAKES
RESOLUTION NO. 21-03**

APPROVING A SUMMARY OF ORDINANCE NO. 01-21 FOR PUBLICATION

WHEREAS, the City Council approved Ordinance No. 01-21 vacating Park, Oaks of Lino Park; and

WHEREAS, the City Council approved the first reading on January 11, 2021, and the second reading and final passage on January 25, 2021; and

WHEREAS, Ordinance No. 01-21 is lengthy and MN statute 412.191 allows the city to publish a summary of an ordinance, and

WHEREAS, the City Council has determined that the summary clearly informs the public of the intent and effect of the ordinance, and

WHEREAS, the publication in the official newspaper will include a notice that a full printed copy of the ordinance is available at City Hall.

NOW, THEREFORE, BE IT FURTHER RESOLVED by The City Council of The City of Lino Lakes, Minnesota that the City Council approves the summary in Attachment A for publication according to state law and the City Charter.

Adopted by the Council of the City of Lino Lakes this 25th day of January, 2021.

The motion for the adoption of the foregoing resolution was introduced by Council Member _____ and was duly seconded by Council Member _____ and upon vote being taken thereon, the following voted in favor thereof:

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

ATTACHMENT A

**CITY OF LINO LAKES
SUMMARY OF ORDINANCE NO. 01-21**

AN ORDINANCE VACATING PARK, OAKS OF LINO

Section 1: Findings

The City Council of Lino Lakes has determined to vacate the parcel legally described as Park, Oaks of Lino; and

A public hearing was held on January 11, 2021 before the City Council in the City Hall Council Chambers after due published and posted notice had been given and reasonable attempts were made to give personal notice to all affected property owners, and all persons interested were given an opportunity to be heard; and

Section 2: Effect

This ordinance shall be in force and effect from and after its passage and publication according to the Lino Lakes City Charter and upon recording of the Park Vacation.

Passed by the Lino Lakes City Council on January 25, 2021.

This is a summary of the adopted ordinance. A full printed copy of the ordinance is available at City Hall.

**CITY OF LINO LAKES
RESOLUTION NO. 21-04**

**AUTHORIZING THE CONVEYANCE OF LAND (PARK, OAKS OF LINO) TO
ADJACENT PROPERTY OWNERS**

WHEREAS, the City Council of Lino Lakes adopted Ordinance No. 01-21 on January 25, 2021 vacating property legally described as Park, Oaks of Lino; and

WHEREAS, the City intends to convey via quit claim deeds two (2) strips of land 7.5 feet in width to the adjacent property owners (Lot 1, Block 1 and Lot 1, Block 2, Oaks of Lino) as depicted on Exhibit A.

NOW, THEREFORE BE IT RESOLVED by the City Council of The City of Lino Lakes authorizes execution and conveyance of quit-claim deeds to the adjacent property owners.

Adopted by the Council of the City of Lino Lakes this 25th day of January, 2021.

The motion for the adoption of the foregoing resolution was introduced by Council Member _____ and was duly seconded by Council Member _____ and upon vote being taken thereon, the following voted in favor thereof:

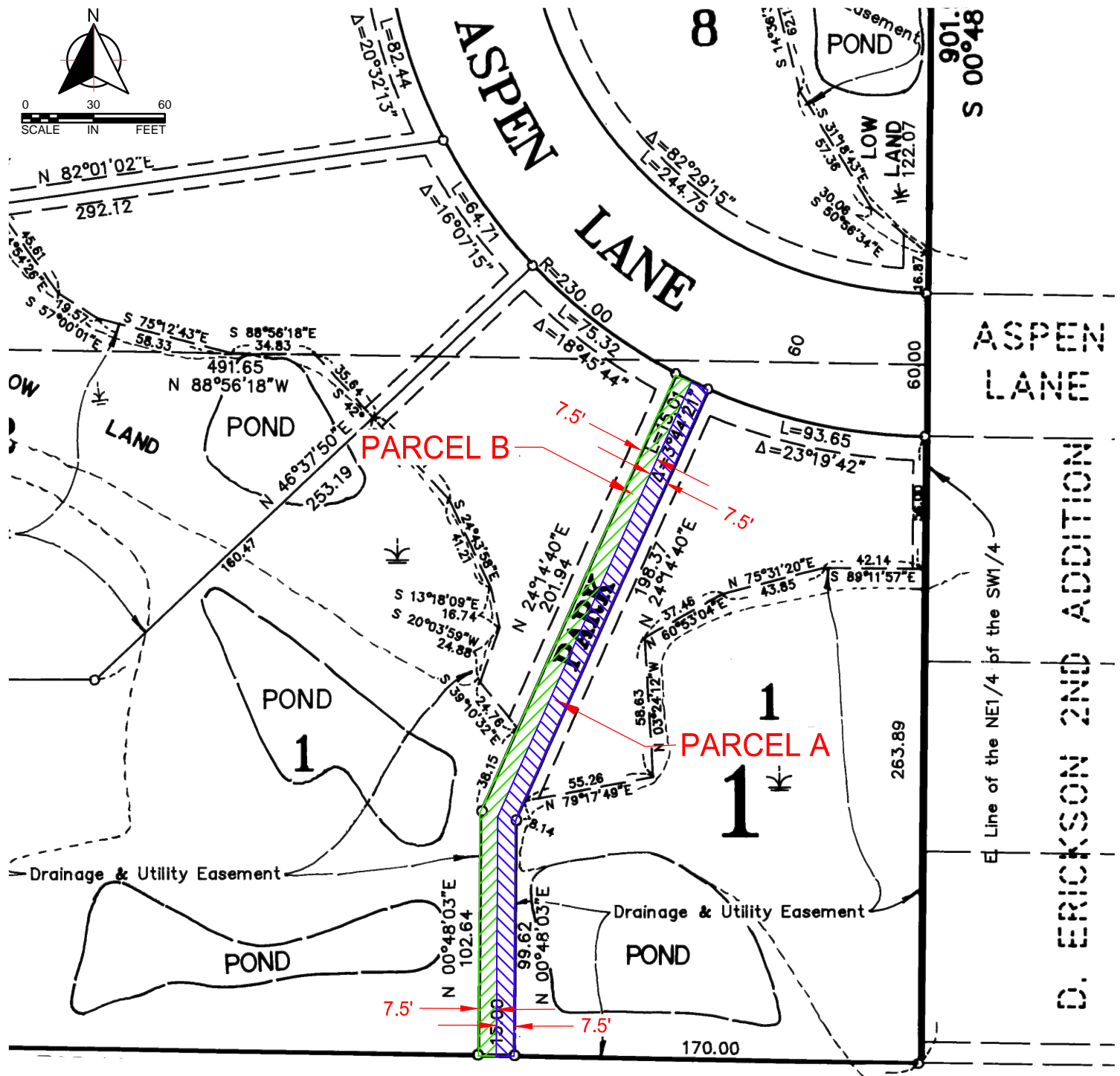
The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

C:\Group Data\Municipal\Clients - Cities - Counties\Lino Lakes\Projects - Misc\Park Turnback.dwg 1/7/2021 11:22:20 AM



PARCEL A

A strip of land, 7.5 feet in width, also being the Easterly one-half of the PARK, dedicated in the plat of OAKS OF LINO, as recorded in the office of the County Recorder, Anoka County, Minnesota.

PARCEL B

A strip of land, 7.5 feet in width, also being the Westerly one-half of the PARK, dedicated in the plat of OAKS OF LINO, as recorded in the office of the County Recorder, Anoka County, Minnesota.



OAKS OF LINO
DEDICATED PARK TURNBACK
CITY OF LINO LAKES

EXHIBIT A



**CITY COUNCIL
AGENDA ITEM 6A**

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: January 25, 2021

TOPIC: Resolution No. 21-01, Accepting Quotes and Awarding a Construction Contract, 2020 Surface Water Maintenance Project 2

VOTE REQUIRED: 3/5 Vote Required

INTRODUCTION

Staff is requesting authorization to accept quotes and award the construction contract for the 2020 Surface Water Maintenance Project 2.

BACKGROUND

The City’s annual Surface Water Management Program (SWMP) addresses areas in need of maintenance, and conforms to the City’s Surface Water Pollution and Prevention Plan. The City performs storm sewer repair and cleaning, vegetation removal, sediment removal, and pond excavations. The 2020 Surface Water Maintenance Project 2 primarily includes storm pond sediment removal. This type of work is best completed in dry conditions or the winter season.

The 2020 Surface Water Maintenance Project 2 includes 3 project sites, shown in the table below:

AREA	IMPROVEMENT
Site 1 (6998 Black Duck Drive)	Remove sediment, debris, and vegetation in pond, clean storm sewer infrastructure
Site 2 (Brandywood Estates)	Remove sediment, debris, and vegetation in pond, clean storm sewer infrastructure
Site 3 (600 Town Center Parkway)	Remove sediment, debris, and vegetation in pond, clean storm sewer infrastructure

Funding for the project is from the General Fund Streets Budget, which includes \$140,000 for the Surface Water Maintenance projects. On December 14, 2020, the City Council awarded Surface Water Maintenance Project 1 in the amount of \$40,304.53. The combined projects are within budget.

Quotes for the project were received on January 4th, 2021.

CONTRACTOR	TOTAL QUOTE
C.W. Houle, Inc.	Did Not Quote
North Pine Aggregate, Inc.	Did Not Quote
Penn Contracting, Inc.	Did Not Quote

Arnt Construction Company, Inc.	\$41,440.00
Olson's Sewer Service/ Olson's Excavating Services	\$44,526.52

The low bid was submitted by Arnt Construction Company, Inc. of Lino Lakes, Minnesota, in the amount of \$41,440.00. The completion date for this project is June 15th, 2021. The contractor plans to start the work the week of January 26th and anticipates having a majority of the work completed within a week. Final site restoration will be completed in the spring.

RECOMMENDATION

Staff recommends adoption of Resolution No. 21-01 accepting quotes and awarding a construction contract for the 2020 Surface Water Maintenance Project 2, in the amount of \$41,440.00 to Arnt Construction Company, Inc.

ATTACHMENTS

1. Resolution No. 21-01
2. Surface Water Maintenance Project 2 maps

**CITY OF LINO LAKES
RESOLUTION NO. 21-01
RESOLUTION ACCEPTING QUOTES, AND AWARDING A CONSTRUCTION
CONTRACT, 2020 SURFACE WATER MAINTENANCE PROJECT 2**

WHEREAS, pursuant to a request for quotes for the construction of the 2020 Surface Water Maintenance Project 2, quotes were received, and tabulated:

CONTRACTOR	TOTAL QUOTE
C.W. Houle, Inc.	Did Not Quote
North Pine Aggregate, Inc.	Did Not Quote
Penn Contracting, Inc.	Did Not Quote
Arnt Construction Company, Inc.	\$41,440.00
Olson's Sewer Service/ Olson's Excavating Services	\$44,526.52

WHEREAS, it appears that Arnt Construction Company, Inc. of Lino Lakes, Minnesota, is the lowest responsible bidder; and

WHEREAS, the funding for the project is from the General Fund Streets Budget; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes that the Mayor and Clerk are hereby authorized and directed to enter into a contract with Arnt Construction Company, Inc. for the construction of the 2020 Surface Water Maintenance Project 2 in the amount of \$41,440.00;

Adopted by the Council of the City of Lino Lakes this 25th day of January, 2021.

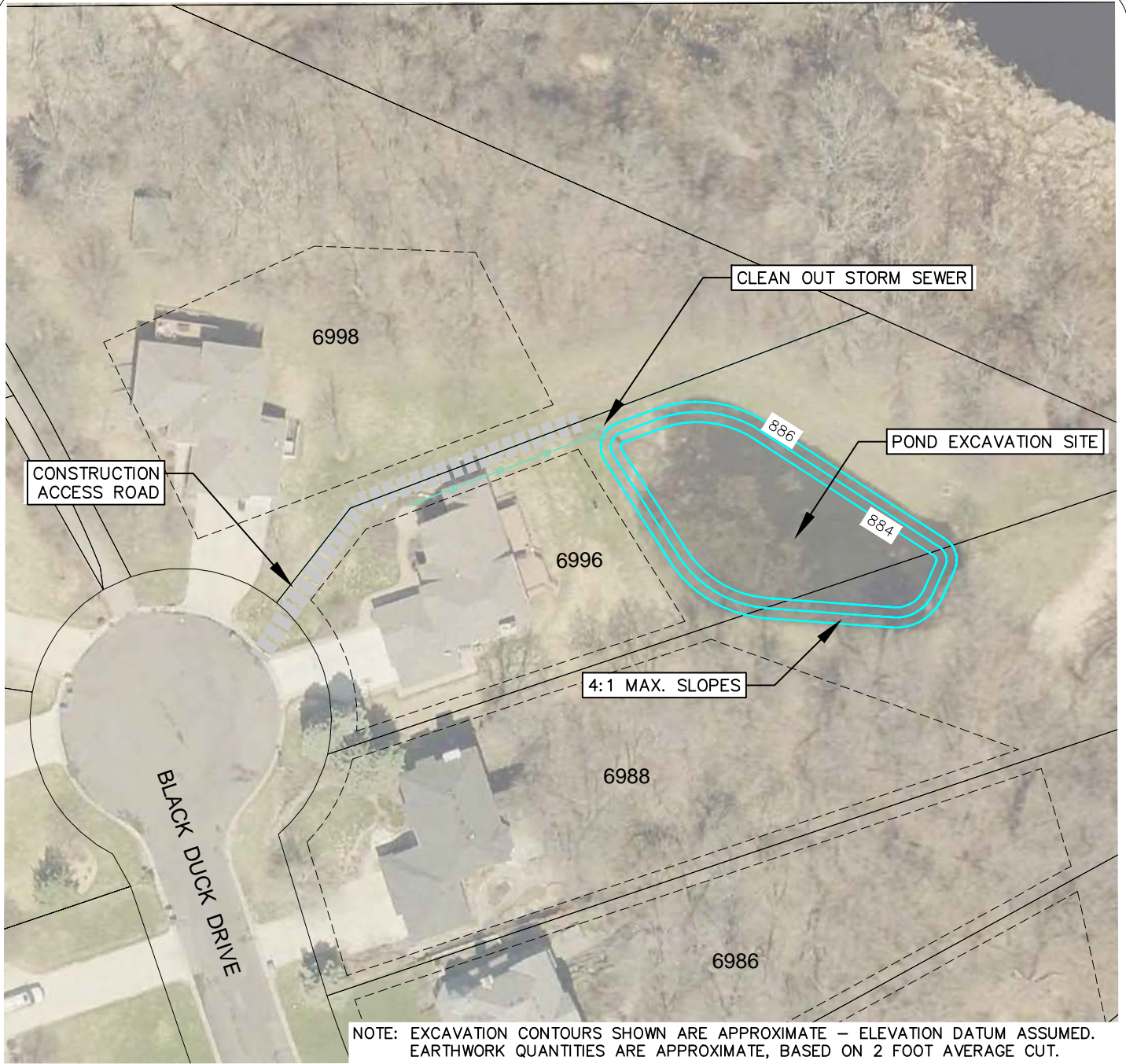
The motion for the adoption of the foregoing resolution was introduced by Council Member _____ and was duly seconded by Council Member _____ and upon vote being taken thereon, the following voted in favor thereof:

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk



NOTE: EXCAVATION CONTOURS SHOWN ARE APPROXIMATE – ELEVATION DATUM ASSUMED. EARTHWORK QUANTITIES ARE APPROXIMATE, BASED ON 2 FOOT AVERAGE CUT.

PROJECT DESCRIPTION:

1. INSTALL CONSTRUCTION MATS AS NEEDED FOR ACCESS TO PROJECT AREA.
2. REMOVE/TRIM TREES AS DIRECTED TO ACCESS FES/POND (PROPERTY OF CONTRACTOR)
3. EXCAVATE APPROX. 500 CY POND SEDIMENT (LEVEL 1, PROPERTY OF CONTRACTOR)
4. CLEAN OUT STORM SEWER INFRASTRUCTURE.
5. RESTORE DISTURBED LAWN AREAS WITH SOD.
6. RESTORE DISTURBED NON-TURF AREAS WITH TOPSOIL, SEED(33-261), FERTILIZER AND CAT. 3N EROSION BLANKET.

NOTE: COST TO INCLUDE ALL MATERIALS, LABOR AND REQUIRED EROSION CONTROL BMP'S TO PERFORM THE DESCRIBED REPAIR WORK.

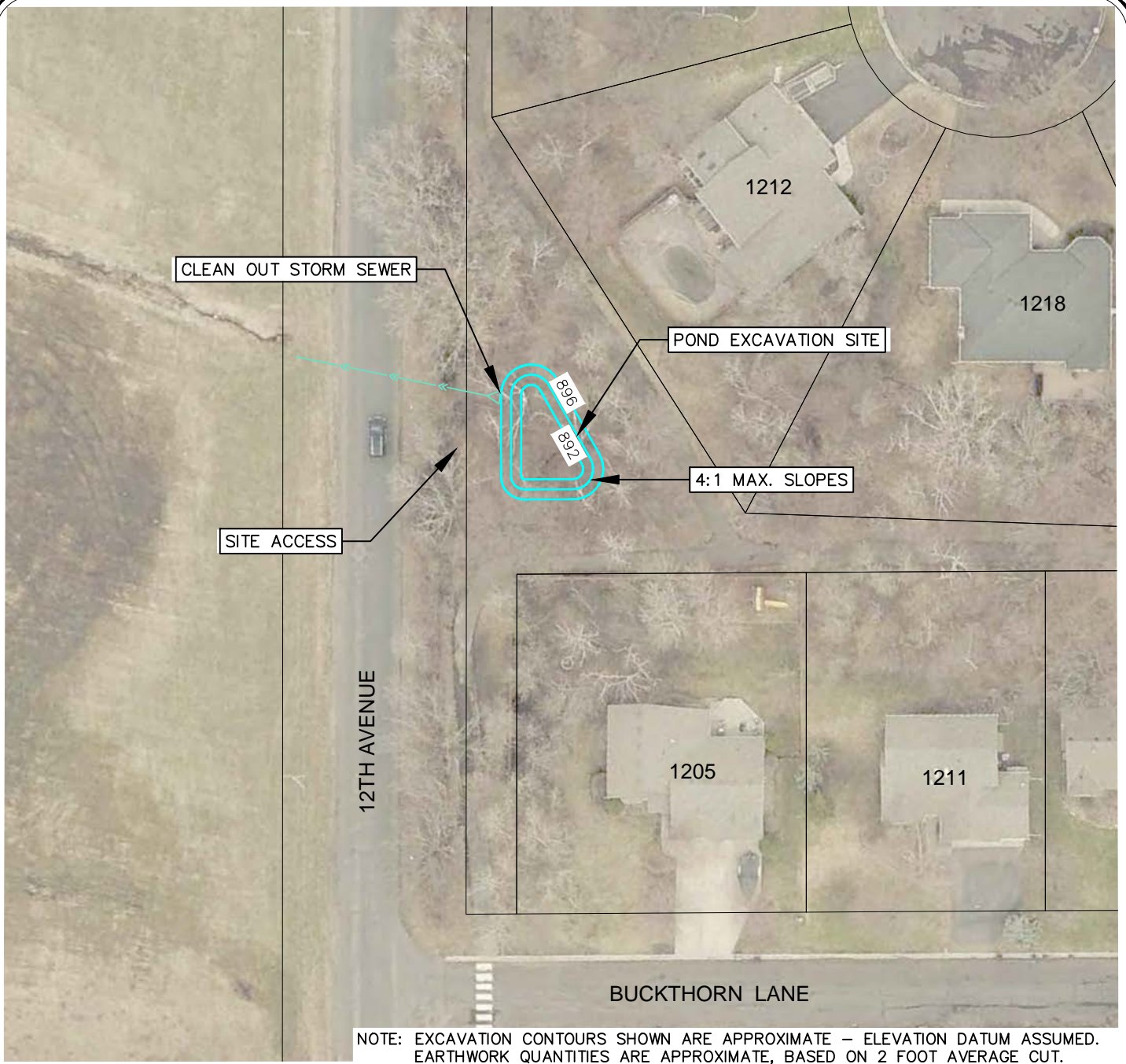


wsb
 701 Xenia Avenue South, Suite 300
 Minneapolis, MN 55416
 www.wsbeng.com
 763-541-4800 • Fax 763-541-1700

SITE 1
 6998 BLACK DUCK DRIVE
 POND MAINTENANCE - SEDIMENT REMOVAL
 2020 SURFACE WATER MAINTENANCE PROJECT

WSB Project No. R-015935





PROJECT DESCRIPTION:

1. PROVIDE TRAFFIC CONTROL ON 12TH AVENUE FOR TRUCK STAGING AND CONSTRUCTION ACTIVITIES.
2. REMOVE/TRIM TREES AS DIRECTED TO ACCESS STORM SEWER/POND (PROPERTY OF CONTRACTOR)
3. EXCAVATE APPROX. 100 CY POND SEDIMENT (LEVEL 1, PROPERTY OF CONTRACTOR)
4. CLEAN OUT STORM SEWER INFRASTRUCTURE.
5. RESTORE DISTURBED NON-TURF AREAS WITH TOPSOIL, SEED(33-261), FERTILIZER AND CAT. 3N EROSION BLANKET.

NOTE: COST TO INCLUDE ALL MATERIALS, LABOR AND REQUIRED EROSION CONTROL BMP'S TO PERFORM THE DESCRIBED EXCAVATION AND REPAIR WORK.



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 Minneapolis, MN 55416
 www.wsbeng.com
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SITE 2
 BRANDYWOOD ESTATES
 POND MAINTENANCE - SEDIMENT REMOVAL
 2020 SURFACE WATER MAINTENANCE PROJECT

WSB Project No. R-015935

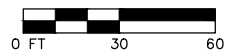




PROJECT DESCRIPTION:

1. INSTALL CONSTRUCTION MATS AS NEEDED FOR ACCESS TO PROJECT AREA. PROTECT CURB AND SIDEWALK.
2. REMOVE/TRIM TREES AS DIRECTED TO ACCESS FES/POND (PROPERTY OF CONTRACTOR)
3. EXCAVATE APPROX. 8 CY POND SEDIMENT (PROPERTY OF CONTRACTOR)
4. CLEAN OUT STORM SEWER INFRASTRUCTURE.
5. RESTORE DISTURBED LAWN AREAS WITH SOD.
6. RESTORE DISTURBED NON-TURF AREAS WITH TOPSOIL, SEED(33-261), FERTILIZER AND CAT. 3N EROSION BLANKET.

NOTE: COST TO INCLUDE ALL MATERIALS, LABOR AND REQUIRED EROSION CONTROL BMP'S TO PERFORM THE DESCRIBED EXCAVATION AND REPAIR WORK.



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SITE 3
 CIVIC COMPLEX
 POND MAINTENANCE - SEDIMENT REMOVAL
 2020 SURFACE WATER MAINTENANCE PROJECT

WSB Project No. R-015935



**CITY COUNCIL
AGENDA ITEM 6B**

STAFF ORIGINATOR: Diane Hankee, PE City Engineer

MEETING DATE: January 25, 2021

TOPIC: Consider Resolution No. 21-05, Approving Maintenance Agreement for Channel Crossing, Nature's Refuge

VOTE REQUIRED: 3/5

INTRODUCTION

Council consideration to approve the Maintenance Agreement for Channel Crossing associated with the Nature's Refuge Development Project.

BACKGROUND

On September 14, 2020, the City Council passed Resolution No. 20-81 approving the final plat for the Nature's Refuge Development project located west of Lino Lakes Elementary School. The project includes a roadway crossing over Anoka County Ditch 10-22-32 and the installation of a culvert to maintain channel flow. The channel crossing is subject to the requirements of the Rice Creek Watershed District (RCWD). The RCWD District Board of Managers conditionally approved permit no. 17-122 for the project subject to the execution a maintenance agreement between the City and the Watershed District.

The other Nature's Refuge surfacewater management facilities will be maintained under the City's Programmatic Maintenance Agreement with RCWD.

RECOMMENDATION

Staff recommends approval of Resolution No. 21-05 Approving Maintenance Agreement for Channel Crossing at Natures Refuge.

ATTACHMENTS

1. Resolution No. 21-05
2. Maintenance Agreement for Channel Crossing

**CITY OF LINO LAKES
RESOLUTION NO. 21-05**

**RESOLUTION APPROVING MAINTENANCE AGREEMENT FOR CHANNEL
CROSSING, NATURE'S REFUGE, BETWEEN RICE CREEK WATERSHED
DISTRICT AND CITY OF LINO LAKES**

WHEREAS, the Nature's Refuge Development project includes a roadway crossing over Anoka County Ditch 10-22-32 and the installation of a culvert to maintain channel flow; and

WHEREAS, the channel crossing is subject to the requirements of the Rice Creek Watershed District; and

WHEREAS, the Rice Creek Watershed District Board of Managers conditionally approved permit no. 17-122 for the project subject to the execution a maintenance agreement between the City and the Watershed District.

NOW, THEREFORE BE IT RESOLVED by The City Council of The City of Lino Lakes executes the Maintenance Agreement Channel Crossing between the Rice Creek Watershed District and City of Lino Lakes.

Adopted by the Council of the City of Lino Lakes this 25th day of January, 2021.

The motion for the adoption of the foregoing resolution was introduced by Council Member _____ and was duly seconded by Council Member _____ and upon vote being taken thereon, the following voted in favor thereof:

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

MAINTENANCE AGREEMENT
Channel Crossing
Between the Rice Creek Watershed District and
The City of Lino Lakes

This Maintenance Agreement ("Agreement") is made by and between the Rice Creek Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D and a drainage authority pursuant to chapter 103E of the laws of the State of Minnesota (RCWD), and The City of Lino Lakes (Permittee).

Recitals and Statement of Purpose

WHEREAS pursuant to Minnesota Statutes § 103D.345, the RCWD has adopted and implements Rule G, "Crossings of Natural & Artificial Conveyance Systems,";

WHEREAS RCWD Rule G imposes certain requirements to ensure a structure placed in a drainage system is maintained to perform as designed;

WHEREAS as a part of the work approved under Permit 17-122, City of Lino Lakes is installing a structure within a drainage system subject to requirements of RCWD Rule G.

WHEREAS in accordance with RCWD Rule G and as a condition of Permit 17-122, City of Lino Lakes must maintain the structure in perpetuity, and its obligation to do so must be memorialized by a maintenance agreement;

WHEREAS City of Lino Lakes and the RCWD execute this Agreement to fulfill this condition of Permit 17-122, and concur that it is binding and rests on mutual valuable consideration;

THEREFORE:

1. City of Lino Lakes, at its cost, will maintain the structure labeled on Exhibit A as ***Culvert 3***.
2. City of Lino Lakes will inspect the structure at least annually.
3. City of Lino Lakes will maintain the structure in good repair to preserve hydraulic and navigational capacity in accordance with RCWD-approved plans; provide for no net increase in flood stage beyond that of RCWD-approved plans; avoid increased scour, erosion and sedimentation, water quality impact and change to the existing flowline/gradient; and prevent conditions that promote hydraulic or navigational obstruction.
4. City of Lino Lakes will repair eroded or other unstable conditions resulting from the structure as promptly as weather and seasonal conditions allow.
5. If the structure is not being maintained in accordance with this declaration, the RCWD may give written notice detailing the deficiency. If the deficiency has not been corrected within twenty (20) days after receipt of this notice, or arrangements deemed adequate by the RCWD have not been made within that period, then the RCWD without further notice may take steps that it deems reasonable to correct the deficiency, and may have access to the Property during

reasonable times for that purpose. The RCWD will provide notice before entry and exercise due care to avoid damage to the Property. Within thirty (30) days of receipt of invoice the RCWD shall be reimbursed for all costs incurred in correcting the deficiency, including administrative overhead and reasonable attorneys' fees.

6. Any notice under this declaration shall be sent by certified mail, return receipt requested, or delivered to the following address:

City Administrator
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014

City of Lino Lakes may change this address by a certified letter to the RCWD referencing the permit number.

7. If City of Lino Lakes conveys into private ownership a fee interest in all or any portion of the public property that is subject to this Agreement, it must require as a condition of sale, and enforce: (a) that the purchaser record a declaration on the property incorporating the maintenance requirements of this Agreement; and (b) that recordation occur either before any encumbrance is recorded on the property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in perpetuity. If City of Lino Lakes conveys into public ownership a fee interest in all or any portion of the property that is subject to this Agreement, it must require as a condition of the purchase and sale agreement that the purchaser accept an assignment of all obligations vested under this Agreement.

8. This Agreement is in force for five years from the date on which it is fully executed and will renew automatically for five-year terms unless terminated by the parties. This Agreement may be amended only in a writing signed by the parties.

9. The recitals are incorporated as a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RICE CREEK WATERSHED DISTRICT

By _____
RCWD Administrator

Date:

CITY OF LINO LAKES

By: _____
Its _____

Date:

Exhibit A
[SITE PLAN/MAP WITH STRUCTURE LABELLED]

